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NASHVILLE • MEMPHIS • MUSIC ROW

424 CHURCH STREET, SUITE 2800
NASHVILLE, TENNESSEE 37219-2386
(615) 259-1450 • FAX: (615) 259-1470
www.stokesbartholomew.com

GUILFORD F. THORNTON, JR.
gthornton@stokesbartholomew.com

Direct Dial: 615/259-1492
Direct Fax: 615/687-1507

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TN REGULATORY AUTHORITY
DOCKET ROOM

October 17, 2002

Via Hand Delivery

The Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

DOCKET NO.

02-01169

RE: *Application of BellSouth Long Distance, Inc. to Modify Its Certificate of Public Convenience and Necessity for Authority to Provide Resold InterLATA Service*
Docket No. 02-01169

Dear Chairman Kyle:

I am enclosing with this letter an application of BellSouth Long Distance, Inc. ("BSLD") to modify its existing Certificate of Public Convenience and Necessity ("CCN") for Authority to Provide Resold InterLATA Services in Tennessee. In accordance with discussions with the Authority Staff, BSLD has filed this Petition for Modifications of its previously approved CCN, rather than filing a new application.

In its Order dated May 4, 1999, in Docket 97-01404, the Authority found that BSLD satisfied the managerial, financial and technical requirements contained in T.C.A. § 65-4-201(c) and that BSLD had demonstrated its willingness to adhere to all applicable policies, rules and orders of the Authority. The Authority also found that BSLD had filed an acceptable Small and Minority-Owned Telecommunications Business Plan pursuant to T.C.A. § 65-5-212. The authority granted BSLD a CCN to provide incidental interLATA services as defined in Section 271(g) of the Federal Act. The CCN also allowed BSLD to resell intraLATA toll services.

BSLD's application was denied with respect to its request for authority to provide resold in-region interLATA services, other than those services identified in Section 271(g). In its Order of May 4, 1999, the TRA noted that "thus far, no Bell operating company has been able to convince the FCC that it has met all requirements of the Act to be able to offer interLATA long distance service in any state" and expressed concern that BSLD's application in that regard was "conditional."

The Honorable Sara Kyle

October 17, 2002

Page 2

Since that time, of course, numerous state public service commissions have voted to recommend that the FCC grant Bell operating companies the authority to provide long distance services including all nine of the state commissions in BellSouth's nine-state region. In addition, the Authority has recently approved BellSouth's Statement of Generally Available Terms, found BellSouth to have complied with the 14-point checklist set forth in Section 271, and found BellSouth to be compliant with the separate affiliate requirements of Section 272. The Authority also voted unanimously to recommend to the FCC that BellSouth's 271 application be approved.

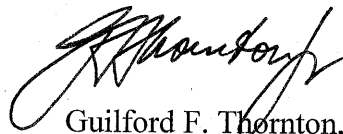
Given BSLD's existing CCN, the important changes in circumstances outlined above since the TRA's 1999 Order, and BSLD's acknowledgement and agreement that it will not provide interLATA services in Tennessee until the FCC has approved BellSouth's 271 application, BSLD requests the TRA's approval of this modification to its CCN.

Updated information is set forth in the attached application. A check for the \$25.00 filing fee is also enclosed, together with an original and 13 copies of the Application.

BSLD respectfully requests that the Authority review the Application as soon as reasonably possible. It is expected that the FCC will render its decision on BellSouth's Tennessee/Florida 271 application on December 19, 2002. If the FCC approves the 271 application, BSLD wishes to provide interLATA services to Tennesseans as soon as the FCC allows it to do so.

Thank you for your attention to this matter. Should you have any questions or require anything further at this time, please do not hesitate to contact me.

Sincerely,



Guilford F. Thornton, Jr.

GFT/lb

Enclosure

cc: Harris Anthony

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Application Of BellSouth Long Distance Inc. To Expand Its Certificate Of Convenience And Necessity To Provide Resold InterLATA Service In Tennessee*
Docket No. _____

APPLICATION OF
BELLSOUTH LONG DISTANCE, INC.
FOR APPROVAL OF A MODIFIED
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

BellSouth Long Distance Inc. ("BSLD"), pursuant to Tenn. Code Ann. § 65-4-201 and Authority Rule 1220-4-2-.57 hereby applies to modify its Certificate of Public Convenience and Necessity (CCN) for authority to provide operator and resold interLATA services. In its Order dated May 4, 1999 in Docket 97-01404, the Authority found that BSLD satisfied the managerial, financial and technical requirements set forth in Tenn. Code Ann. § 65-4-201(c) and that BSLD had demonstrated its willingness to adhere to all applicable policies, rules and orders of the Authority. The Authority also found that BSLD had filed an acceptable small and minority-owned telecommunication business plan pursuant to Tenn. Code Ann. § 65-5-212. Based on its review of BSLD's application and the record in that docket, the Authority granted BSLD a CCN to provide services set forth in Section 271(g) of the Act and intraLATA toll services on a resold basis.

By this application BSLD seeks modification of its CCN to provide operator and interLATA toll services in Tennessee. The Federal Communications Commissions ("FCC") is expected to rule on BellSouth's pending Section 271 application for Tennessee on or before December 19, 2002. Granting of this Application will provide significant benefit to Tennessee telecommunications consumers in terms of providing increased carrier choices, competitive

pricing, and the introduction of new and innovative services. BSLD requests approval of this Application in order to permit BSLD - to offer a competitive choice for interLATA toll services in Tennessee concurrent with approval of its 271 application now pending before the FCC. The Authority has recently approved BellSouth's Statement of Generally Available Terms, found BellSouth to have complied with the 14-point checklist set forth in Section 271, and found BellSouth to be compliant with the separate affiliate requirements of Section 272. The Authority also voted unanimously to recommend to the FCC that BellSouth's 271 application be approved.

Given BSLD's existing CCN, the important changes in circumstances since the TRA's 1999 Order, and BSLD's acknowledgement and agreement that it will not provide interLATA services in Tennessee until the FCC has issued an order approving BellSouth's 271 application and that order has gone into effect, BSLD requests the TRA's approval of this modification to its CCN in order to allow BSLD to begin reselling interLATA operator and toll services in Tennessee immediately upon receiving FCC approval to do so.

In support of its Application, BSLD is providing the following updated information in addition to the information previously submitted by BSLD:

Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Mary Jean Dennis
Director-Business Implementation & Compliance
400 Perimeter Center Terrace, Suite 350
Atlanta, Georgia 30346
(770) 352-3077 (phone)
(678) 443-3470 (fax)
mary.dennis@bellsouth.com (e-mail)

Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Mary Jean Dennis
Director-Business Implementation & Compliance
400 Perimeter Center Terrace, Suite 350
Atlanta, Georgia 30346
(770) 352-3077 (phone)
(678) 443-3470 (fax)
mary.dennis@bellsouth.com (e-mail)

List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

The Customer Service Department may be reached at the following address and toll free numbers:

BellSouth
85 Annex
Atlanta, Georgia 30385-0001
Toll-Free: Residential: (within Tennessee) (NPA) - 557-6500
Toll-Free: Residential: (outside Tennessee) - (800) 753-0223
Toll-Free: Small Business (within Tennessee) (NPA) - 557-6000
Toll-Free: Small Business (outside Tennessee) - 800-766-9115
Toll-Free: Complex Business - (800) 895-2222

Name and address of the registered agent for service of process:

United States Corporation Company
2908 Poston Avenue
Nashville, Tennessee 37203

Names and addresses of officers:

James A. Kibler, President
400 Perimeter Center Terrace
North Terraces Building, Suite 400
Atlanta, Georgia 30346
(770) 352-3100 (phone)
(770) 352-3346 (fax)

Harris R. Anthony, Vice President, Secretary & General Counsel
400 Perimeter Center Terrace
North Terraces Building, Suite 300
Atlanta, Georgia 30346
(770) 352-3116 (phone)
(770) 352-3332 (fax)

James L. Pittman, Treasurer
1155 Peachtree Street NE, Suite 14D03
Atlanta, Georgia 30309
(404) 249-3478 (phone)
(404) 249-2387 (fax)

Pavan Bhalla, Vice President & CFO
400 Perimeter Center Terrace
North Terraces Building, Suite 400
Atlanta, Georgia 30346
(770) 352-3104 (phone)
(770) 352-3346 (fax)

Name and address of BSLD Minority Business Plan Administrator:

Todd B. Williams
Manager - Supplier & Business Relations
400 Perimeter Center Terrace, Suite 350
Atlanta, Georgia 30346
(770) 352-3005 (phone)

Will the applicant be utilizing the local telephone company's billing system or billing customers direct?

BellSouth Long Distance will utilize the local telephone company's billing system as well as direct billing for complex business customer accounts.

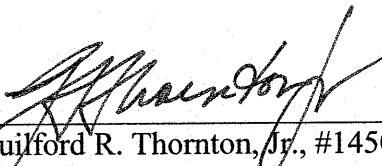
An informational tariff is attached. BSLD also requests that the Authority take administrative notice of the evidence BellSouth submitted in Docket 97-00309 to demonstrate its compliance with Section 272 of the Federal Act.¹

¹ See, specifically, testimony of John Ruscilli, Exhibit JAR-16 and attachments A-V filed April 26, 2002. BellSouth's compliance with Section 272 was the subject of the stipulation entered into by BellSouth and the CLEC parties in Docket 97-00309. No party filed testimony in opposition to BellSouth's testimony with respect to Section 272.

CONCLUSION

BSLD respectfully submits that the public interest, convenience and necessity would be served by a grant of this Application for a modified Certificate of Public Convenience and necessity to provide operator and resold interLATA toll service in Tennessee immediately upon receiving FCC approval to do so.

Respectfully submitted,



Guilford R. Thornton, Jr., #14508
Stokes Bartholomew Evans & Petree, PA
424 Church Street, Suite 2800
Nashville, Tennessee 37219
(615) 259-1450
Counsel for BellSouth Long Distance, Inc.

COUNTY OF FULTON)
)
COUNTY OF GEORGIA)

VERIFICATION

I, Mary M. Dennis, being first duly sworn, under oath, state that I am Mary M. Dennis, Director-Business Implementation and Compliance, for BellSouth Long Distance, Inc., that I have reviewed both the original BSLD Application and this Application for Approval of a Modified Certificate of Convenience and Necessity, and that the matters stated therein are true to the best of my knowledge and belief.

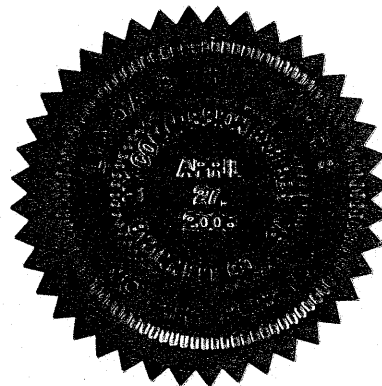
Mary M. Dennis
MARY M. DENNIS

Sworn to and subscribed before me, this 15 day of October, 2002.

Linda S. Richard
Notary Public

My Commission Expires:

4-27-2006



BellSouth Long Distance, Inc.
Sample Complex Business Customer Bill
(attached)



August 3, 2002
Invoice 546949063
Billing Cycle: 403-21

Page 1 of 9

BCPS

Account 60211535

Phone # 770-352-3310

Contact BellSouth

- Billing inquiries and general information
1-800-895-2222
- Visit our website at www.BellSouth.com

Payment summary

Current gross charges	0.70
Discounts, Promotions, & Fees	-0.08
Taxes and Surcharges	0.13
Current net charges	\$0.75
Previous balance	\$0.00
No payments received	

Amount due \$0.75

Invoice contents

Account summaries.....	starts on page
Your account balance.....	3
Service summary.....	5
12-month review of spending.....	6
Custom Reports.....	7
Service detail.....	9

Welcome to your enhanced, user-friendly BellSouth Long Distance, Inc. (BSLD), and BellSouth BSE, Inc. (BSE) invoice. You deserve the most advanced tools from your innovative, cutting-edge communications providers. Moving? Adding new phone numbers to your existing account? Please contact the number listed.

August 3, 2002
Invoice 546949063

BCPS
Account 60211535

Page 2 of 9

Services billed on this invoice are provided by BellSouth Long Distance, Inc.

Payment Instructions

Please direct all inquiries to:

BellSouth
Customer Resource Center
PO Box 467429
Atlanta, GA 31146

1-800-895-2222

Your BellSouth monthly invoice is payable pursuant to the payment terms and conditions in your agreements with BellSouth Long Distance, Inc. (BSLD) and BellSouth BSE, Inc. (BSE). Please mail the remittance stub with your check or money order, made payable to "BellSouth", in the enclosed envelope or to the payment address noted on the front, left side of the remittance slip. Please write your account number on your check. **DO NOT SEND CASH.**

If you have questions regarding your bill or if you need more information about a transaction on your bill, please promptly contact BellSouth at the toll free number above. Disputes should be communicated to BellSouth pursuant to the payment terms and conditions in your agreement with BellSouth. When you contact BellSouth, **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

- Your name and account number
- Dollar amount of the dispute and billing date
- Explanation of the dispute

All correspondence should be sent to the above address.

Payments should be sent to BellSouth at the remittance address located on the front.



August 3, 2002
Invoice #46849083

BCPS
Account #0211535

Page 3 of 8

Page 4 of 8

Your Account Balance

Current Gross Charges	
BCPS 60211535	0.70
	\$0.70
Discounts, Promotions & Fees	
	\$-0.08
Taxes and Surcharges	
Federal Excise Tax	0.03
State and Local Taxes	0.04
TRS & Universal Serv Fund	0.06
	\$0.13
Current Net Charges	\$0.75
Previous Balance	\$0.00
Payments Received	\$0.00

BCPS 60211535

Current Net Charges

BCPS 116080155 BSLD Services 24 Month Term	
Current gross charges	0.70
Discounts, Promotions & Fees	-0.08
Federal Excise Tax	0.03
State and Local Taxes	0.04
TRS & Universal Serv Fund	0.08
	\$0.75
Total BCPS Current Net Charges	\$0.75

Payments and Adjustments

Previous balances	0.00
-------------------	------

Discounts, Promotions and Fees Report

BCPS 60211535

BCPS 116080155 BSLD Services	
Description	Quantity
Domestic Usage	
Term and Volume Discount	
Subtotal	-0.08
	\$-0.08

Total BCPS

\$-0.08



Service Summary

All accounts

	Calls	Min/Sec	Usage Charges	Nonrecurring Charges	Monthly Charges	Total Charges
Inbound Switched	12	8:18	\$0.70	\$0.00	\$0.00	\$0.70
	12	8:18	\$0.70	\$0.00	\$0.00	\$0.70

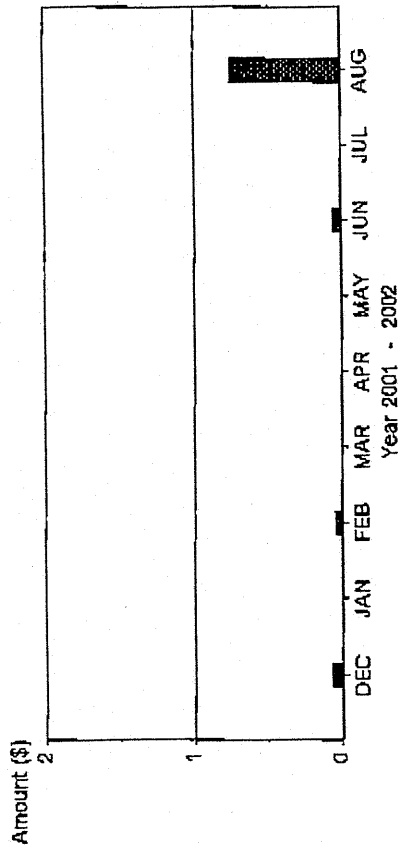
BCPS 60211535

BCPS 116080155

	Calls	Min/Sec	Usage Charges	Nonrecurring Charges	Monthly Charges	Total Charges
Inbound Switched	12	8:18	\$0.70	\$0.00	\$0.00	\$0.70
	12	8:18	\$0.70	\$0.00	\$0.00	\$0.70

12-Month Review Of Spending

BCPS 60211535



Year	Month	Total Spending
2001	DEC	\$0.07
2002	JAN	\$0.00
2002	FEB	\$0.05
2002	MAR	\$0.00
2002	APR	\$0.00
2002	MAY	\$0.00
2002	JUN	\$0.06
2002	JUL	\$0.00
2002	AUG	\$0.75

August 3, 2002
Invoice 545948063

BCPS
Account 60211535

Page 7 of 9

Page 8 of 9

Custom Reports

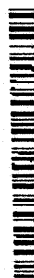
Report starts on page
Usage summary 8
Service detail
Inbound Switched 9
BCPS 9
BCPS 9

Domestic Summary Report

BCPS 60211535

BCPS 116080155 BSLD Services

Description	Period	Calls	Min/Sec	Charges
SW BXX INTERSTATE	DAY	12	8:18	0.70
Subtotal		12	8:18	0.70
		12	8:18	\$0.70





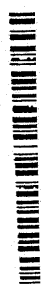
Service Detail - Inbound Switched Usage

BCPS 60211535

BCPS 116080155

Calls without Project Code

866-810-7322					Charges
Date	Time	Calling Number	Location	Min/Sec	
7/18/02	9:22a	518-788-3635	MILLERTON, NY	:42	\$0.06
7/18/02	9:28a	518-788-3635	MILLERTON, NY	:38	0.05
8/2/02	3:09p	585-424-2793	ROCHESTER, NY	:42	0.06
8/2/02	3:13p	585-424-2796	ROCHESTER, NY	:42	0.06
8/2/02	3:18p	585-424-2793	ROCHESTER, NY	:42	0.06
8/2/02	3:19p	585-424-2793	ROCHESTER, NY	:42	0.06
8/2/02	3:22p	585-424-2793	ROCHESTER, NY	:42	0.06
8/2/02	4:27p	585-424-2796	ROCHESTER, NY	:42	0.06
8/2/02	4:31p	585-424-2796	ROCHESTER, NY	:42	0.06
8/2/02	4:34p	585-424-2796	ROCHESTER, NY	:42	0.06
8/2/02	4:37p	585-424-2799	ROCHESTER, NY	:42	0.06
8/2/02	4:40p	585-424-2793	ROCHESTER, NY	:42	0.06
Total calls for 866-810-7322				12	\$0.70





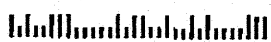
Please Send Payment to: Invoice Number 546949063

Amount Due \$0.75

BellSouth Long Distance
PO Box 856178
Louisville, KY 40285

Account Number 80211535

Amount Paid: \$



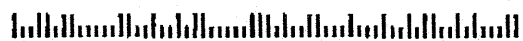
Payment Due Upon Receipt

054694906306021153540001000000007500000000751

0655281000080802



BCPS
28 PERIMETER CTR E
ATLANTA, GA 30346-1907



BellSouth Long Distance, Inc.

Informational Tariff

(attached)

BELLSOUTH LONG DISTANCE, INC.
Director, Business Implementation and Compliance
400 Perimeter Center Terrace, Suite 400
Atlanta, GA 30346

Tennessee Rate Sheet No. 3
Original Page 1

Issued: October 16, 2002

Effective: Upon FCC Approval of BellSouth's Section 271 Application

Rate Sheet No. 3 replaces in its entirety Rate Sheet No. 2 currently on file with the Authority.

BELLSOUTH LONG DISTANCE, INC.

**RESALE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE TARIFF**

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by BellSouth Long Distance, Inc. for the use of Customers transmitting messages within the State of Tennessee, subject to the jurisdiction of the Tennessee Regulatory Authority ("TRA").

This tariff is available for public inspection during normal business hours at the main office of BellSouth Long Distance, Inc., located at 400 Perimeter Center Terrace, Suite 400, Atlanta, Georgia 30346.

All marks, ®, SM, TM, contained in this tariff are owned by BellSouth Intellectual Property Corporation.

Issued: October 16, 2002

Effective: Upon FCC Approval of BellSouth's Section 271 Application

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
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7	Original	*	32	Original	*	57	Original	*
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13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*	71	Original	*
22	Original	*	47	Original	*	72	Original	*
23	Original	*	48	Original	*	73	Original	*
24	Original	*	49	Original	*	74	Original	*
25	Original	*	50	Original	*	75	Original	*

* - Indicates pages included with this filing.

BELLSOUTH LONG DISTANCE, INC.
Director, Business Implementation and Compliance
400 Perimeter Center Terrace, Suite 400
Atlanta, GA 30346

Tennessee Rate Sheet No. 3
Original Page 3

Issued: October 16, 2002

Effective: Upon FCC Approval of BellSouth's Section 271 Application

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94	Original	*	119	Original	*	144	Original	*
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97	Original	*	122	Original	*	147	Original	*
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99	Original	*	124	Original	*	149	Original	*
100	Original	*	125	Original	*	150	Original	*

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BELLSOUTH LONG DISTANCE, INC.
Director, Business Implementation and Compliance
400 Perimeter Center Terrace, Suite 400
Atlanta, GA 30346

Tennessee Rate Sheet No. 3
Original Page 4

Issued: October 16, 2002

Effective: Upon FCC Approval of BellSouth's Section 271 Application

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Issued: November ##, 2001 Effective: Upon FCC Approval of BellSouth's Section 271 Application

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TARIFF FORMAT

- (A) **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- (B) **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the TRA. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the TRA follows in its tariff approval process, the most current page number on file with the TRA is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- (C) **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(I)
 - 2.1.1(A)(1)(a)(I)(i)
 - 2.1.1(A)(1)(a)(I)(i)(1)
- (D) **Check Sheets** - When a tariff filing is made with the TRA an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the TRA.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a Customer's bill.
- (M) - Moved from another rate sheet location.
- (N) - New
- (R) - Change resulting in a reduction to a Customer's bill.
- (T) - Change in text but no change in rate or regulation.

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SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS

ACF – Access Coordination Fee.

Access Line - A facility arrangement which connects Customer's or Authorized User's location to the Company's network switching center.

Account Code - A series of digits entered by the Customer to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by the Customer.

Aggregator - The person, firm, corporation or entity, other than a certified telecommunications company that, in the ordinary course of its operations, provides telecommunications service to end users other than its subscribers. The Aggregator is responsible for compliance with applicable terms of the Company's tariff.

ANI – A calling telephone number identification that is forwarded to an Interexchange Carrier by a LEC as a call is placed from a switched access line.

ASR – Access Service Request.

Authorization Code - A numerical code, one or more of which are available to Customers to enable them to access the Company's network, and which are used by the Company both to prevent unauthorized access to its facilities and to identify Customers for billing purposes.

Authorized User - A person, firm, corporation or other entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

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SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

BellSouth – BellSouth Corporation and its affiliates.

BellSouth Long Distance – BellSouth Long Distance, Inc.

Billed to Line – A billing arrangement whereby the charges for a call may be billed to a Company account associated with the Customer's business or residential telephone line. The terms and conditions of the Company apply to payment arrangements.

BSLD - BellSouth Long Distance, Inc.

BSLD Domestic InterLATA Network – The network located within those areas in the United States Mainland where the Company is legally permitted to provide services to the Customer and is comprised only of BellSouth Long Distance InterLATA facilities. The BSLD Domestic InterLATA Network shall include: (i) circuits secured by the Company to provide service from third party providers of Interexchange service and (ii) any Interexchange services obtained by the Company from other Interexchange Carriers and resold by the Company, but shall not include tail circuits or any Customer premises equipment or circuits or facilities provided by Customer.

Business Customer - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's Service is for business purposes. A Business Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a business class of service by the local service provider.

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SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Calendar Month – The period beginning at 12:00 midnight on the first day of a month and ending at 11:59 PM on the last day of that month.

Calling Card – A billing arrangement whereby the charges for a call may be billed to a Company-issued Calling Card. The terms and conditions of the Company apply to payment arrangements.

Carrier - BellSouth Long Distance, Inc.

Casual Calling – Access to the Company's network and the subsequent use of Service by an End User Customer who does not have a current account with the Company.

COC – Central Office Connection.

Collect - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

Commercial Credit Card – A billing arrangement whereby the originating caller may bill the charges for a call or service to an approved commercial credit card. The terms and conditions of the company issuing the credit card apply to payment arrangements.

Company - BellSouth Long Distance, Inc., unless otherwise indicated by the context.

Consumer - A natural person or legal entity which initiates any telephone call using operator services.

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

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SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The natural person or legal entity which orders Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's tariff. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with the Company's tariff regulations. The Customer may be an End User when placing a Casual Call, or a Consumer when placing a call through the use of Operator Services. A Customer may also be the natural person or legal entity which accepts the charges on a collect or third party call.

Customer Dialed Calling Card - A live or mechanized operator service whereby the Customer dials all of the digits necessary to route and bill a call to a non-Company issued calling card.

Dedicated Access - A method of reaching the Company's Services whereby the Subscriber is connected directly to the Company's access point without utilizing the services of the local switched network.

Dedicated Private Line - See Private Line.

End User - The natural person or legal entity which either; (1) orders service through a certified Reseller Customer, or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number

Equal Access - A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Gbps - Gigabits per second.

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SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Initial Period – The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table continued in other sections of this tariff.

Interexchange Carrier – any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in Interexchange communication.

ICB – Individual Case Basis.

IXC – Interexchange Carrier.

Kbps – Kilobits per second.

LATA - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

LEC – Local Exchange Carrier.

LEC Calling Card – A billing arrangement whereby the originating caller may bill the charges for a call to an approved Local Exchange Carrier-issued LEC Calling Card. The terms and conditions of the Local Exchange Carrier issuing the LEC Calling Card apply to payment arrangements.

Mbps – Megabits per second.

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SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Operator Dialed Surcharge - A charge which applies to operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the destination number.

Operator Station - A Service whereby the originating Customer uses the assistance of a live or mechanized operator to place or bill a call to a particular destination. Calls may be billed Collect, to a non-Company issued calling card, to an authorized commercial credit card, to the originating line, or to a Third Party. This category does not include calls placed on a Person-to-Person basis.

Originating Switched Access - Where the originating portion of the call uses local exchange telephone company provided Feature Group A, B, C or D circuits.

Pay Telephone - Telephone instruments provided by the Company, Customer or other third party for use by the transient general public. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Person-to-Person - A Service whereby the person originating the call specifies to the Company operator a particular party or extension to be reached. The party may be an individual person, a particular mobile station, or a particular station, room, department or office through a PBX attendant. Calls may be billed Collect, to a non-Company issued calling card, to an authorized commercial credit card, to the originating line, or to a Third Party. Person-to-Person is also available with the Company's Travel Services.

Point of Presence (POP) - Refers to a location where direct interconnection between the network of one carrier and the network of another carrier is possible.

Preferred Travel Service - A billing arrangement whereby the Customer has chosen the Company as his preferred carrier of choice and the charges for a call may be billed to a Company-issued travel card. The terms and conditions of this tariff apply to payment arrangements.

Premises - A building or buildings on contiguous property.

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SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Primary Carrier – The IXC designated by the Customer or End User as its first routing choice and primary overflow carrier.

Primary Carrier Service – Outbound long distance service provided to a Customer when the Company is selected as the Customer's Primary Carrier.

Primary Interexchange Carrier – see Primary Carrier definition.

Private Line – A dedicated path between two locations.

Residential Customer - For the purposes of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's Service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a residential class of service by the local service provider.

Sent-Paid Coin – A billing arrangement whereby the Customer pays for a call through deposit of coins or other acceptable currency in the Pay Telephone instrument from which the call is placed.

Service - Any or all Service(s) provided by Company to Customer(s) pursuant to this tariff.

Service Area - The geographic area in which the Customer may access and use Service.

Service Order – A Company designated form upon which a Customer may order service or Customer forms which are accepted in writing by an authorized Company headquarters representative.

Special Access - See Dedicated Access.

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SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Station-to-Station – A service whereby the person originating the call uses the assistance of a live or mechanized operator to place a call to a particular destination number. This category does not include calls placed on a Person-to-Person basis.

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications Services on behalf of itself or others under the provisions and terms of this tariff.

Switched Access - A method for reaching the Company through the local switched network whereby the Customer uses standard business or residential local lines.

Tail Circuit – A dedicated circuit furnished by a Local Exchange Carrier, Interexchange Carrier, Local Access Provider or other third party that provides connectivity between the Company network and the Customer premises.

Telecommunications Device for the Deaf (TDD) - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired End Users to communicate with each other and with non-hearing impaired individuals.

Third Party Billing – A billing arrangement by which the charges for a call may be billed to a telephone number that is different than the calling number and the called number. The terms and conditions of the third party's Local Exchange Carrier apply to payment arrangements.

Total Minutes in Calendar Month – (24 Hours) x (no. of days in applicable month) x (60 minutes).

TRA - The Tennessee Regulatory Authority.

Travel Card - A proprietary calling card offered by Company which is accessed by dialing a Company-provided access number.

Travel Service – A billing arrangement whereby the charges for a call may be billed to a Company-issued travel card. The terms and conditions of the Company apply to payment arrangements.

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SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

Service is offered to Residential and Business Customers of the Company to provide direct dialed and operator assisted calls, from presubscribed or transient end user locations, originating and terminating within the State of Tennessee. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services and complex voice services. The Company also provides dedicated access services, as well as private line services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Limitations on Service

- 2.2.1** Service is offered subject to the availability of the necessary facilities, including established billing arrangements, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when the Customer or an Authorized User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by the Customer.
- 2.2.3** Service provided under this tariff is directly controlled by the Company, and the Customer may not transfer or assign the use of Service, except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4** The Customer may, where applicable, request the Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of the Customer or other designated entities for payment purposes. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for Service requested and obtained by the Customer, whether invoiced by the Company to the Customer, its affiliates, or other designated entities.
- 2.2.5** Service may not be used for any unlawful purpose.
- 2.2.6** Intrastate Services are provided only in conjunction with interstate Services.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities

- 2.3.1** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14.
- 2.3.2** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- 2.3.3** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- (A) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services provided by the Company; or (c) common carriers or warehousemen;
- (B) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; acts of terrorism; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of the Company's Services;
- (D) Libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;
- (E) Breach in the privacy or security of communications transmitted over the Company's Service;

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

2.3.4 (cont'd.)

- (F)** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection;
- (G)** Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- (H)** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Limitations on Liabilities, (Cont'd.)

- 2.3.5** The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.
- 2.3.6** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities of the Service.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Cancellation or Discontinuance of Service by the Company

Without incurring any liability, the Company may, under the following conditions, cancel Service prior to commencement and/or discontinue Service that is being furnished for the following reasons; provided that, unless otherwise stated, the Customer shall be given proper notice of such cancellation or discontinuance of Service:

- 2.4.1** Without notice, for noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any TRA regulation, provided that notice may be required by order of such regulatory authorities.
- 2.4.2** For the Customer's or Authorized User's refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.4.3** For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4** For nonpayment of any sum due the Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5** Without notice, in the event of the Customer's or Authorized User's use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.
- 2.4.6** Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, the Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to the Company an amount reasonably estimated by the Company as the loss in revenues to the Company resulting from such unauthorized use plus claims lodged against the Company by third parties.
- 2.4.7** Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to the Customer or its Authorized Users.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Cancellation or Termination of Service by Customer

2.5.1 Service shall be canceled by the Company promptly upon receipt of a cancellation request from the Customer. Upon cancellation a final bill will be prepared, as per the specifications set forth in this tariff. The Customer shall be liable for all recurring charges prior to proper notice if a change in presubscribed carrier is initiated by the Customer.

2.5.2 If the Customer, either on behalf of itself or an Authorized User, orders Service from the Company which requires special construction or facilities for the Customer's or Authorized User's use, and then cancels its order before Service begins, a charge shall be made to the Customer for the non-recoverable portions of the expenditures or liabilities incurred by the Company on behalf of the Customer or Authorized User.

2.5.3 If the Customer, either on behalf of itself or an Authorized User or End User, orders a BellSouth® Dedicated Access service channel or BellSouth® Long Distance Private Line service from the Company and later cancels the order before service begins, a charge shall be made to the Customer as indicated in Section 11 of this tariff.

2.6 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Payment and Billing

- 2.7.1** Service is provided and billed by the Company. Usage sensitive charges and fixed monthly charges for services in Section 4 are billed in arrears and fixed monthly charges for Services in Sections 8, 9 and 10, if any, are billed one month in advance. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.
- 2.7.2** Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid, including late payment charges, at the time the next bill is prepared.
- 2.7.3** Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.
- 2.7.4** When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.
- 2.7.5** In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of the Company's right to receive full payment for all charges due or any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

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2.7 Payment and Billing, (Cont'd.)

2.7.6 The Company may demand immediate payment under the following circumstances:

- (A) Where Service is terminated or abandoned.
- (B) Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
- (C) Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent for that Customer.

2.7.7 A charge of \$20.00 will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.

2.7.8 The security of Authorization Codes used by the Customer or its Authorized Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by the Customer or its Authorized Users shall be billed to the Customer and must be paid by the Customer.

2.7.9 If notice from the Customer of a dispute as to charges is not received in writing by the Company within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.

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2.7 Payment and Billing, (Cont'd.)

2.7.10 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (A) any delegation of authority resulting in the use of the Customer's or its Authorized User's or End User's communications equipment and/or network services which result in the placement of calls via the Company;
- (B) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- (C) any calls placed by or through the Customer's or its Authorized User's or End User's equipment via any remote access feature(s);
- (D) any and all calls placed to an "800", "877", "888" or other toll-free service number provided to the Customer by the Company.
- (E) any calls placed by the Customer or Authorized User using a Company-issued travel card as a form of payment. The Customer is also responsible for payment as a result of the Customer's or its Authorized User's intentional or negligent disclosure of access numbers or Authorization Codes provided to the Customer for use with Travel Service, Preferred Travel Service, or any calling card service.

2.7.11 Non-recurring charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and/or actual usage as defined in this tariff.

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2.8 Deposits

- 2.8.1** Each applicant for Service will be required to establish credit. Any applicant whose credit has not been duly established and acceptable to the Company may be required at the time of application to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held.
- 2.8.2** A deposit is not to exceed two month's Service and the estimated usage charges for two (2) month's service plus installation. A Deposit will be returned as follows:
- (A)** When an application for service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned.
 - (B)** Upon termination of Service, the deposit and accrued interest, as described herein, will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned promptly.
- 2.8.3** The Company will pay interest on deposits pursuant to the rules and regulations of the State of Tennessee.
- 2.8.4** The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of Service for nonpayment of any sums due for Service rendered.

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2.9 Advance Payments

In order to protect the Company against revenue loss, an applicant for Service may be required to pay in advance of installation an amount not to exceed applicable service charges or other nonrecurring charges, plus estimated charges for two months of Service. Where special construction charges are applicable the payment thereof may be required in advance of start of construction. The amount of advance payment will be credited to the Customer's account on the first bill rendered for Service, and a new advance payment may be collected each month to be applied to each subsequent bill for Service.

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2.10 Taxes

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, in amounts which in the aggregate for the Company=s Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

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2.11 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by the Customer or its Authorized User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of the Customer or its Authorized User, except as otherwise provided. The Customer or its Authorized User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by the Company to the Customer or its Authorized Users may be connected with the services or facilities of other carriers. The Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

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2.13 Inspection, Testing and Adjustment

- 2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of the Customer's, Authorized User=s, or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2** Upon reasonable notice, access to the facilities provided by the Company shall be made available to the Company by the Customer or its Authorized Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.
- 2.13.3** The Company shall not be liable to the Customer or its Authorized Users for any damages for Service interruption pursuant to this Section. Neither the Customer nor its Authorized Users shall be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

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2.14 Interruption of Service

2.14.1 The Customer shall be given a credit allowance for any interruption of Service which is not due to (a) the Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of the Customer or its Authorized Users; or (c) the failure of facilities or equipment provided by the Customer or its Authorized Users.

2.14.2 Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by action or omission of the Customer or its Authorized Users, or is not in facilities or equipment, if any, furnished by the Customer or Authorized User and connected to the Company's Services.

2.14.3 For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.

2.14.4 The Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = Outage time in hours.

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

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2.15 Toll-Free Numbers

The following additional regulations apply to Toll Free (Inbound) Long Distance Services when offered by the Company:

- 2.15.1** The Company will make every effort to reserve toll-free vanity numbers (e.g., 800, 877, 888) on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.
- 2.15.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible organization (Resp Org) change, until such time as all charges are paid in full.

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2.16 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or other authorities to collect from or pay to others in support of statutory or regulatory programs. Such charges, if applicable, are described in this section of the Tariff.

2.16.1 Pay Telephone Surcharge

An undiscountable surcharge of \$0.30 shall apply to each call utilizing the Company's services which originate from an instrument which the Company identifies as a domestic Pay Telephone. Services for which a Pay Telephone Surcharge applies include, but are not limited to:

- (A) calls placed to a toll-free number provided by the Company with its inbound long distance service. Surcharges will be billed to the inbound long distance Customer rather than the party originating the call.
- (B) calls placed using the Company's Travel Service or Preferred Travel Service. Surcharges will be billed to the billed party based on the billing method chosen by the party placing the call.

2.16.2 Primary Interexchange Carrier (PIC) Change Charge

The Company may, at its option, elect to incur the PIC change charge on the Customer's behalf for new Customers who presubscribe their intrastate service, for all products in Section 4 of this tariff, to the Company through Company-designated sales channels for Company-designated marketing campaigns and where the appropriate arrangements are in place between the Company and the eligible Customer's local exchange carrier. In the event that no such arrangements are in place, the Company may, at its option, reimburse the Customer, or issue the appropriate credits on the Customer's invoice upon Customer's proof of payment of such PIC change charges.

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2.17 Third Party Blocking

The Company does not permit billing of Third Party Service Provider (ATPSP@) charges on its Customer accounts. If and when the Company does offer to bill charges on behalf of TPSPs, the Company will update this section of the tariff with a Third Party Blocking Service and related regulations. For purposes of this tariff, a Third Party Service Provider or TPSP refers to a company other than the Customer=s local exchange carrier and presubscribed intraLATA and interLATA carrier(s).

2.18 Trade Names, Trademarks, Service Marks and Registered Marks

Neither the Customer nor the Company shall use the other's trade names, trademarks or service marks ("Marks") without the prior written approval of the other party. Neither shall they display or use the other's Marks, nor permit the same to be displayed or used by third parties. Nothing in this tariff creates in a party rights in the Marks of the other.

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE

3.1 Service Descriptions

- 3.1.1** The Company provides telecommunications Services between locations within the State of Tennessee as specified in Section 2.1 of this tariff. The Company's service charges may be based upon call duration, time of day rate period, mileage, call type, and/or calling plan selected.
- 3.1.2** Presubscribed Service is offered from locations served with equal access end offices.
- 3.1.3** The Company's Service is available twenty-four hours per day, seven days a week.
- 3.1.4** Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Timing of Calls

- 3.2.1 Initial Period** - The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table contained in Sections 4 and 7 of this tariff.
- 3.2.2 Additional Period** - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in each individual rate table contained in Sections 4 and 7 of this tariff.
- 3.2.3** Chargeable time for all calls begins when the called station is answered.
- 3.2.4** Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.2.5** Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 3.2.6** Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Rate Periods

3.3.1 Unless otherwise specified in this tariff, the appropriate rates apply for Day, Evening and Night/Weekend calls based on the following chart.

Times	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
8:00 AM to 5:00 PM*	Daytime Period						
5:00 PM to 11:00 PM*	Evening Period						
11:00 PM to 8:00 AM*	Night/Weekend Period						

* - to but not including

3.3.2 Unless otherwise specified in this tariff, the appropriate rates apply for Peak and Off-Peak for operator assisted calls are based on the following chart.

Times	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
7:00 AM to 7:00 PM*	Peak Period						
7:00 PM to 7:00 AM*	Off-Peak Period						

* - to but not including

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3.3 Rate Periods, (Cont'd.)

3.3.3 The night/weekend or non-peak rates apply to the holidays listed below unless a lower rate normally applies:

New Year's Day	January 1
Martin Luther King Day	Nationally Recognized Day
Presidents' Day	Nationally Recognized Day
Memorial Day	Nationally Recognized Day
Independence Day	July 4
Labor Day	Nationally Recognized Day
Columbus Day	October 12
Veteran's Day	November 11
Thanksgiving Day	Nationally Recognized Day
Christmas Day	December 25

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a call or private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or the Company access point(s) associated with the call or facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the BSLD network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between the Company access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 3.4.1

For outbound and inbound switched long distance services utilizing Switched Access Origination, mileage measurements are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and terminating points. Distance measurements are determined using the mileage calculation method shown in section 3.4.2

For outbound switched long distance services utilizing Special Access Origination, mileage measurements are based on the distance in airline miles between the Company access point associated with the station utilizing Dedicated Access Lines and the serving wire center associated with the called station. Distance measurements are determined using the mileage calculation method shown in section 3.4.2

For inbound switched long distance services utilizing Special Access Termination, mileage measurements are based on the distance in airline miles between the serving wire center associated with the calling station and the Company access point associated with the station utilizing Dedicated Access Lines. Distance measurements are determined using the mileage calculation method shown in section 3.4.2

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3.4 Calculation of Distance, (Cont'd.)

3.4.1 Calculation Method for Private Line Services

The following steps describe the procedure for calculating mileage distances for private line services:

Step 1: Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.

Step 2: Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Calculation of Distance, (Cont'd.)

3.4.2 Calculation Method for Switched Services

The following steps describe the procedure for calculating mileage distances for switched long distance services:

Step 1: Obtain the V and H coordinates for each rate center.

Step 2: Obtain the difference between the V coordinates of the two rate centers. Obtain the difference between the H coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

Step 3: Divide each of the differences obtained in 2. by three, rounding each quotient to the nearer integer.

Step 4: Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in 3. by three and repeat step 4. Repeat this process until the sum of the squares obtained in 4. is less than 1778.

Step 5: The number of successive divisions by three in steps 3. and 4. determines the value of N. Multiply the final sum of the two squares obtained in step 4. by the multiplier specified in the following table for the value of N preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	-----
2	8.1	41
3	72.9	121
4	656.1	361
5	5904.9	1081
6	53144.1	3241

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3.4 Calculation of Distance, (Cont'd.)

Step 6: Obtain square root of product in 5. and with any resulting fraction, round up to next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage shown in 5. preceding, the minimum rate mileage corresponding to the N value is applicable.

Example: Calculate distance from Phoenix City, Alabama and Atlanta, Georgia.

	V	H
(1) Atlanta	7260	2083
Phoenix City	7559	2047
(2) Difference between Vs & Hs	299	36
(3) Dividing each difference by three & rounding to nearer integer equals 100 and 12.		
(4) Squaring integers & adding	100 x 100 =	1000
	12 x 12 =	<u>264</u>
Sum of squared integers		10264
(5) Sum of integers is greater than 1777, so divide integers in(3) by three & repeat (4).		
(6) Dividing integers in(3) by three & rounding equals 33 and 4.		
(7) Squaring integers and adding,	33 x 33 =	1089
	4 x 4 =	<u>16</u>
Sum of squared integers		1105
(8) The sum of the squared integers is less than 1778 and was obtained after two successive divisions by three, therefore, N = 2.		

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3.4 Calculation of Distance, (Cont'd.)

Example, (cont'd.)

- (9) Multiply final sum of squared integers by factor 8.1 (corresponding to $N = 2$).

1105

x 8.1

8950.5

- (10) Square root of 8950.5 = 94 and a fraction which is rounded up to 95 miles (fractional miles being considered full miles). The 95 miles is larger than the minimum of 41 rate miles applicable when $N=2$, so the message rate mileage is 95 miles.

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3.5 One Plus Services

One Plus Services are available for business and residential customers who: 1) subscribe their local access lines to the Company's network, 2) dial the Company's access code (where available) to gain access to the network, or 3) purchase dedicated access facilities to connect their premises to the Company's network.

One Plus Services are listed individually in Sections 4 and 7 following. The minimum and additional billing increments, as well as any applicable recurring and nonrecurring charges or other terms and conditions are provided for each specific service in the respective tariff section.

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3.6 Travel Services

Travel Service is provided to Residential and Business Customers for originating calls when away from the home or office, by dialing a Company-provided toll-free access code or number, entering the destination number and entering the Customer's Authorization Code. Calls are billed to the method of payment indicated by the Customer. Calls are rounded up to the next whole minute for billing.

Travel Service calls placed by the Customer can be made on a fully automated basis or with the assistance of a live Company operator. The following types of calls are available with Travel Service:

- (A) **Station-to-Station Fully Automated** - Customer dials a toll-free access number or code plus the destination number. The caller enters the necessary travel/calling/credit card digits or other billing information (e.g., name of called party for Collect Calls) when prompted by the Company's automated operator system.
- (B) **Station-to-Station Operator Assisted** - Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling/credit card digits or other billing information).
- (C) **Station-to-Station Operator Dialed** - Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling/credit card digits or other billing information).

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3.6 Travel Services, (Cont'd.)

- (D) **Person-to-Person Operator Assisted** - Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling/credit card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.
- (E) **Person-to-Person Operator Dialed** - Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling/credit card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.

Charges vary based on billing method and type of call. Customer's may bill charges for a call to a Company Travel Service account, LEC Calling Card, Commercial Credit Card, Collect to the called party, or to a Third Party. The Company reserves the right to verify validity of account numbers, cards, or billing telephone numbers and acceptance of charges prior to completion of any call.

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3.7 Preferred Travel Service

Preferred Travel Service is provided to Residential and Business Customers who have chosen the Company as their preferred carrier of choice for originating calls when away from the home or office by dialing a Company-provided toll-free access code or number, entering the destination number and entering the Customer's Authorization Code. Calls are billed to the method of payment indicated by the Customer. Calls are rounded up to the next whole minute for billing.

Preferred Travel Service calls placed by the Customer can be made on a fully automated basis or with the assistance of a live Company operator. The following types of calls are available with Preferred Travel Service:

- (A) **Station-to-Station Fully Automated** - Customer dials a toll-free access number or code plus the destination number. The caller enters the necessary travel/calling/credit card digits or other billing information (e.g., name of called party for Collect Calls) when prompted by the Company's automated operator system.
- (B) **Station-to-Station Operator Assisted** - Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling/credit card digits or other billing information).
- (C) **Station-to-Station Operator Dialed** - Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling/credit card digits or other billing information).
- (D) **Person-to-Person Operator Assisted** - Customer dials a toll-free access number or code plus the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters travel/calling/credit card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Preferred Travel Service, (Cont'd.)

- (E) **Person-to-Person Operator Dialed** - Customer dials a toll-free access number or code only and utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters travel/calling/credit card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.

Charges vary based on billing method and type of call. Customer's may bill charges for a call to a Company Preferred Travel Service account, Collect to the called party, or to a Third Party. The Company reserves the right to verify validity of account numbers, cards, or billing telephone numbers and acceptance of charges prior to completion of any call.

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Operator Services

Operator Services are available on a presubscribed basis to Residential and Business Customers. Service may also be provided to transient end users from Pay Telephones, Hotels, Motels or other Aggregator location. Operator Services allow the Consumer to place a call and arrange for billing to the Customer's presubscribed access line or to an alternate billing arrangement including a calling card, commercial credit card, collect to the called party or to a third party. Calls are rounded up to the next whole minute for billing purposes.

3.8.1 The following billing arrangements are available to Consumers through the Company's Operator Services:

- (A) **Customer Dialed Calling Card (Fully Automated 0++)** - This is a Service whereby the Consumer places a call by dialing 0 + area code + station number, followed by the calling card digits necessary to bill the call without any operator assistance. Such calls may be billed to a telephone company-issued calling card.
- (B) **Operator Station (Operator Assisted 0+-)** - This is a Service whereby the Consumer places a non-person-to-person call by dialing 0 + area code + station number and chooses to wait for the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.
- (C) **Person-to-Person** - This is a Service whereby the Consumer originating the call specifies to an operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.
- (D) **Operator Dialed (0--)** - This is a Service whereby the Consumer dials 00- from an Access Line presubscribed to the Company, or is transferred to a Company operator from the local exchange carrier after dialing 0-, and then asks the operator to dial the destination number. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Operator Services, (Cont'd.)

3.8.2 Other Operator Services

Verification and Emergency Interrupt Services are is furnished where and to the extent that facilities permit. The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

(A) Verification Service

The Company furnishes Verification Service for the purpose of aiding Customers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local line. A Customer originated request for verification of a number other than an emergency agency number is a chargeable verification request if an operator determines that the line is in use. No charge applies if the line is out of order.

(B) Emergency Interrupt Service

The Company furnishes Emergency Interrupt Service when a Customer who has originated a verification request to a line which has been found in a busy talking state informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared. A Customer originated request for Emergency Interrupt to a local number other than an emergency agency numbers is a chargeable Emergency Interrupt request. This charge will be in addition to the Verification Service charge identified above.

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.9 Directory Assistance

3.9.1 Directory Assistance Service

Directory Assistance is available to Customers of the Company. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. In order to obtain two (2) requests, the Customer must make the request upon reaching a live operator. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. When more than one Directory Assistance bureau handles requests for listings within the same area code, two listings will be provided only when the listing information is accessible to the Directory Assistance operator that handles the request.

3.9.2 Call Completion Service

The Company Directory Assistance operator will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

Directory Assistance Call Completion is available for use with Station to Station calls billed to a Calling Card, travel card, LEC Calling Card, Commercial Credit Card or Third Party. Directory Assistance Call Completion may not be used in conjunction with Collect or Person to Person calls.

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SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

3.10 Inbound Long Distance Service

The Company's inbound long distance services are toll-free number (e.g., 800, 877, 888) services. Calls may originate from any valid U.S./Canadian exchange and terminate to the Customer's location at no charge to the calling party. With inbound long distance services, the Customer is billed for the call rather than the calling party. Inbound long distance services may terminate to Customer local exchange access lines using Switched Access termination or Dedicated Access termination. A detailed description of inbound long distance service provided in conjunction with Complex Voice Services may be found in Section 7 of this tariff.

3.11 Private Line Service

The Company offers Private Line service as described in Section 8 of this tariff.

3.12 Dedicated Access Service

The Company offers Dedicated Access service as described in Section 9 of this tariff.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES

4.1 General

The services in this Section of the tariff are intended for Residential and Business Customers. Alternatively, Business Customers may subscribe to Complex Voice services found in Section 7 of this tariff, in lieu of services found in this Section 4.

Customers are billed based on their usage of the Company's services. Rates may vary by service type, time of day, day of week, distance, and calling volume as indicated in the individual plan description. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

Customers will be charged for each individual call placed through the Company based upon the specific rate plan in this section subscribed to by the Customer. Call duration is determined as described in Section 3 of this tariff. For distance or time of day sensitive offerings, charges are determined based on mileage calculations and applicable rate periods found in Section 3 unless otherwise specified in this tariff.

BellSouth® Dial Direct service is available from originating locations within the state.

BellSouth® Toll Free service is available to Customers served from locations within the state.

Operator Services are available from locations within the state where Customers have the ability to dial directly to the Company's network. Calls may be placed to locations within the state.

The services found in this Section 4 cannot be combined with any services or plans found in Sections 7, 8, 9 and/or 10 for the same Customer on the same billing account.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings

4.2.1 Residential Message Telecommunications Service

Residential Message Telecommunications Service (MTS) is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Customers who do not designate and qualify for a specific optional calling plan are automatically placed on Residential MTS.

All calls are billed in one (1) minute increments after an initial period, for billing purpose, of one (1) minute. No monthly recurring charge applies for this service.

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charges:	\$0.00
(D)	Non-Recurring Charges:	\$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Standard Per Minute Usage Charges:	\$0.1400

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.2 BellSouth® Fixed Rate Plan

The BellSouth® Fixed Rate plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	\$4.95
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(B) Per Minute Rate

Per Minute Charge	\$0.0700
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* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.3 BellSouth® Fixed Rate Plus Plan

The BellSouth® Fixed Rate Plus plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in one (1) minute increments after an initial period, for billing purpose, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Plus plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	\$8.95
-------------------------------	--------

(B) Per Minute Rate

Per Minute Charge	\$0.0500
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* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.4 BellSouth® Fixed Rate Value Plus Plan

The BellSouth® Fixed Rate Value Plus plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Fixed Rate Plus plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purpose, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Value Plus plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account) *	\$8.95
--------------------------------	--------

(B) Per Minute Rate

Per Minute Charge	\$0.0500
-------------------	----------

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.5 BellSouth® Talk 30 Plan

The BellSouth® Talk 30 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 30 plan provides the Customer with 30 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 30 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 30 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 30 minutes of usage: * \$2.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.1200

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.6 BellSouth® Talk 60 Plan

The BellSouth® Talk 60 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 60 plan provides the Customer with 60 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 60 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 60 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 60 minutes of usage: * \$5.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.1000

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.7 BellSouth® Talk 300 Plan

The BellSouth® Talk 300 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 300 plan provides the Customer with 300 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 300 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 300 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 300 minutes of usage * \$19.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0700

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.8 BellSouth® Talk 600 Plan

The BellSouth® Talk 600 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 600 plan provides the Customer with 600 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 600 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 600 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 600 minutes of usage: * \$29.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0600

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.9 BellSouth® Talk 1000 Plan

The BellSouth® Talk 1000 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 1000 plan provides the Customer with 1,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 1,000 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 1000 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,000 minutes of usage: * \$49.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0500

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.10 BellSouth® State TalkSM Plan

BellSouth® State TalkSM plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. This service is not available to Customers placing calls to on-line services, Internet access services or for any commercial use. The Company will notify the Customer of the need to select a new calling plan when invalid use, as defined above, is detected. This service is not available for resale by other Carriers.

All calls are billed in sixty (60) minute increments after an initial period, for billing purposes, of sixty (60) minutes. Calls lasting less than the sixty (60) minute limit will be billed at the full sixty (60) minute rate. No fractional usage will be credited to subsequent calls.

This service is only offered in conjunction with the corresponding interstate BellSouth® State TalkSM plan service. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge per billing account: \$9.95

(B) Per Call Rate

	Initial 60 Minute Period or fraction thereof	Each Add'l. 60 Minute period or fraction thereof
Per call Charges:	\$0.2500	\$0.2500

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.11 BellSouth® Real Talk® Plan

The BellSouth® Real Talk® plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Calls are billed based upon the time of day and day of week in which the call was made. Holiday discounts do not apply.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Real Talk® plan service. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge*	\$4.95
-----------------	--------

(B) Per Call Rate

Peak Per Minute Rate	\$0.1000
----------------------	----------

Off - Peak Per Minute Rate	\$0.0500
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* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.12 BellSouth® Real Talk® Value Plan

The BellSouth® Real Talk® Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Calls are billed based upon the time of day and day of week in which the call was made. Holiday discounts do not apply.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Real Talk® plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Real Talk® Value plan service. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge *	\$4.95
------------------	--------

(B) Per Call Rate

Peak Per Minute Rate	\$0.1000
----------------------	----------

Off - Peak Per Minute Rate	\$0.0500
----------------------------	----------

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.13 BellSouth® Fixed Rate Value Plan

The BellSouth® Fixed Rate Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Fixed Rate Plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge*	\$3.95
-----------------	--------

(B) Per Minute Rate

Per Minute Charge	\$0.0700
-------------------	----------

* This charge is the same as the Monthly Recurring Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.14 BellSouth® Talk 30 Value Plan

The BellSouth® Talk 30 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 30 Value plan provides the Customer with 30 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 30 minutes will be billed on a flat rate per minute basis.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Talk 30 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 30 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 30 minutes of usage: * \$2.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.1200

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.15 BellSouth® Talk 60 Value Plan

The BellSouth® Talk 60 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 60 Value plan provides the Customer with 60 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 60 minutes will be billed on a flat rate per minute basis.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Talk 60 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 60 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 60 minutes of usage: * \$4.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.1000

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.16 BellSouth® Talk 300 Value Plan

The BellSouth® Talk 300 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 300 Value plan provides the Customer with 300 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 300 minutes will be billed on a flat rate per minute basis.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Talk 300 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 300 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 300 minutes of usage: * \$17.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0700

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.17 BellSouth® Talk 600 Value Plan

The BellSouth® Talk 600 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 600 Value plan provides the Customer with 600 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 600 minutes will be billed on a flat rate per minute basis.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Talk 600 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 600 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 600 minutes of usage: * \$26.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0600

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.18 BellSouth® Talk 1000 Value Plan

The BellSouth® Talk 1000 Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Talk 1000 Value plan provides the Customer with 1,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 1,000 minutes will be billed on a flat rate per minute basis.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Talk 1000 plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Talk 1000 Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,000 minutes of usage: * \$44.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0500

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.19 BellSouth® State TalkSM Value Plan

BellSouth® State TalkSM Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. This service is not available to Customers placing calls to on-line services, Internet access services or for any commercial use. The Company will notify the Customer of the need to select a new calling plan when invalid use, as defined above, is detected. This service is not available for resale by other Carriers.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the State TalkSM plan without further notice.

All calls are billed in sixty (60) minute increments after an initial period, for billing purposes, of sixty (60) minutes. Calls lasting less than the sixty (60) minute limit will be billed at the full sixty (60) minute rate. No fractional usage will be credited to subsequent calls.

This service is only offered in conjunction with the corresponding interstate BellSouth® State TalkSM Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge per billing account \$8.95

(B) Per Call Rate

	Initial 60 Minute Period or fraction thereof	Each Add'l. 60 Minute period or fraction thereof
Per call Charges:	\$0.2500	\$0.2500

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.20 BellSouth® Distance 300 Plan

The BellSouth® Distance 300 plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Distance 300 plan provides the Customer with 300 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 300 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service only offered in conjunction with the corresponding interstate BellSouth® Distance 300 plan. This service is not offered on an intraLATA only basis.

(A) Customer Eligibility

To be eligible for the Distance 300 plan, Customers must also subscribe to either (1) BellSouth® Complete Choice® plan or (2) BellSouth® Area Plus® plan and must also subscribe to BellSouth® FastAccess® Internet Service. These services are offered by the Company's affiliated local exchange entity.

Customers who no longer meet the eligibility requirements for this plan will be moved to another plan, without further notice, as follows:

- (1)** Customers who discontinue BellSouth® FastAccess® Internet Service but still have BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan will be moved to the BellSouth® Talk 300 Value plan.
- (2)** Customers who discontinue and thus have neither BellSouth® Complete Choice® plan nor BellSouth® Area Plus® plan but still have BellSouth® FastAccess® Internet Service will be moved to the BellSouth® Talk 300 plan.
- (3)** Customers who discontinue and thus have neither BellSouth® Complete Choice® plan nor BellSouth® Area Plus® plan and also discontinue BellSouth® FastAccess® Internet Service will be moved to the BellSouth® Talk 300 plan.

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4.2 Residential Service Offerings, (Cont'd.)

4.2.20 BellSouth® Distance 300 Plan, (cont'd.)

(B) Monthly Service Charge

Charge for initial 300 minutes of usage: * \$15.95

(C) Additional Per Minute Usage Charge

Each additional minute: \$0.0700

* This charge is the same as the Monthly Service Charge identified in the Company's Residential Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.2 Residential Service Offerings, (Cont'd.)

4.2.21 BellSouth® Fixed Rate Savings Plan

The BellSouth® Fixed Rate Savings plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 4.2.21(C) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Savings plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	\$3.95
-------------------------------	--------

(B) Per Minute Rate

Per Minute Charge	\$0.0500
-------------------	----------

(C) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirement:

- (1)** They place a new service order for residential access line(s) from the Company's affiliated local exchange entity at the same time that they subscribe to this service.

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer.

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4.2 Residential Service Offerings, (Cont'd.)

4.2.22 BellSouth® Fixed Rate Savings Value Plan

The BellSouth® Fixed Rate Savings Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 4.2.22(C) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Fixed Rate Savings plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Fixed Rate Savings Value plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge (per account)*	\$3.95
-------------------------------	--------

(B) Per Minute Rate

Per Minute Charge	\$0.0500
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(C) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirement:

- (1)** They place a new service order for residential access line(s) from the Company's affiliated local exchange entity at the same time that they subscribe to this service.

* This charge is the same as the Monthly Recurring Charge identified in the Company's Interstate Residential Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the customer.

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4.2 Residential Service Offerings, (Cont'd.)

4.2.23 BellSouth® Basic Savings Plan

The BellSouth® Basic Savings plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 4.2.23(C) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Basic Savings plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rate

Per Minute Charge	\$0.0800
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(B) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirement:

- (1)** They place a new service order for residential access line(s) from the Company's affiliated local exchange entity at the same time that they subscribe to this service.

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4.2 Residential Service Offerings, (Cont'd.)

4.2.24 BellSouth® Basic Savings Value Plan

The BellSouth® Basic Savings Value plan is a direct dialed outbound long distance service offered to residential Customers from switched access lines and Customers must meet the criteria identified in 4.2.24(B) below. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers of this plan must also subscribe to either BellSouth® Complete Choice® plan or BellSouth® Area Plus® plan. These plans are local service plans offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to the Basic Savings plan without further notice.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding intrastate BellSouth® Basic Savings Value plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rate

Per Minute Charge	\$0.0800
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(B) Customer Eligibility Criteria

Customers are eligible for this service if they meet the following requirement:

- (1)** They place a new service order for residential access line(s) from the Company's affiliated local exchange entity at the same time that they subscribe to this service.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings

4.3.1 Business Message Telecommunications Service

Business Message Telecommunications Service (MTS) is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. Customers who do not designate and qualify for a specific optional calling plan are automatically placed on Business MTS.

All calls are billed in one (1) minute increments after an initial period, for billing purpose, of one (1) minute. No monthly recurring charge applies for this service.

(A)	Initial Billing Increment:	One Minute
(B)	Each Additional Billing Increment:	One Minute
(C)	Recurring Charges:	\$0.00
(D)	Non-Recurring charges:	\$0.00
(E)	Minimum Per Minute Usage Charges:	None
(F)	Term Plan Available:	No
(G)	Per Minute Usage Charges:	\$0.1400

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.2 BellSouth® Business Fixed Rate Plan

The BellSouth® Business Fixed Rate plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Fixed Rate plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge per billing account*	\$2.95
-------------------------------------	--------

(B) Per Minute Rate

Per Minute Charge	\$0.0750
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* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.2 BellSouth® Business Fixed Rate Plan, (cont'd.)

(C) Term Plans

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are available as follows:

(1) Term Plan Discounts	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate x Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3 Business Service Offerings, (Cont'd.)

4.3.3 BellSouth® Business Fixed Rate Plus Plan

The BellSouth® Business Fixed Rate Plus plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Fixed Rate Plus plan. This service is not offered on an intraLATA only basis.

The monthly recurring charge will be waived in instances where the Customer's monthly billing is \$50.00 or more of combined intrastate and interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for the waiving of the monthly recurring charge.

(A) Monthly Recurring Charge

Monthly Charge per billing account*	\$4.95
-------------------------------------	--------

(B) Per Minute Rate

Per Minute Charge	\$0.0700
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* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.3 BellSouth® Business Fixed Rate Plus Plan, (cont'd.)

(C) Term Plans

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are available as follows:

(1) Term Plan Discounts	Discount %
One Year Term	5.00 %
Two Year Term	8.00 %
Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate x Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3 Business Service Offerings, (Cont'd.)

4.3.4 BellSouth® Business Fixed Rate UltraSM Plan

The BellSouth® Business Fixed Rate UltraSM plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Fixed Rate UltraSM plan. This service is not offered on an intraLATA only basis.

The monthly recurring charge will be waived in instances where the Customer's monthly billing is \$200.00 or more of combined intrastate and interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for the waiving of the monthly recurring charge.

(A) Monthly Recurring Charge

Monthly Charge per billing account*	\$9.95
-------------------------------------	--------

(B) Per Minute Rate

Per Minute Charge	\$0.0670
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* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.4 BellSouth® Business Fixed Rate UltraSM Plan, (cont'd.)

(C) Term Plans

Term plan discounts are available for the Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are available as follows:

(1)	Term Plan Discounts	Discount %
	One Year Term	5.00 %
	Two Year Term	8.00 %
	Three Year Term	14.00 %
(2)	Termination Charge	

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate x Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3.5 BellSouth® Business Package Minutes Plan

The BellSouth® Business Package Minutes plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business Package Minutes plan provides the Customer with 1,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly service charge. Additional usage over the initial 1,000 minutes will be billed on a flat rate per minute basis.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Package Minutes plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,000 minutes of usage: * \$64.95

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0750

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.5 BellSouth® Business Package Minutes Plan, (cont'd.)

(C) Term Plans

Term plan discounts are available for the Monthly Service Charge and Additional Per Minute Usage Charges for this plan. Term plan discounts are available as follows:

(1)	Term Plan Discounts	Discount %
	One Year Term	5.00 %
	Two Year Term	8.00 %
	Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received on the monthly service charge and any additional per minute usage charges up to the point of cancellation. The termination charge is equal to [(Monthly Service Charge x Discount % x Number of Months Expired on the Contract] + [(Per minute rate x Discount %) x Monthly Additional Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3.6 BellSouth® Business State TalkSM Plan

The BellSouth® Business State TalkSM plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. This service is not available to Customers placing calls to on-line services or Internet access services. The Company will notify the Customer of the need to select a new calling plan when invalid use, as defined above, is detected. This service is not available for resale by other Carriers.

All calls are billed in sixty (60) minute increments after an initial period, for billing purpose, of sixty (60) minutes. Calls lasting less than the sixty (60) minute limit will be billed at the full sixty (60) minute rate. No fractional usage will be credited to subsequent calls. This plan is not available under a term plan and term discounts do not apply.

This service is only offered in conjunction with the corresponding interstate BellSouth® Business State TalkSM plan. This service is not offered on an intraLATA only basis.

(A) Monthly Recurring Charge

Monthly Charge per billing account: \$9.95

(B) Per Call Rate

	Initial	Each Add'l.
	60 Minute Period	60 Minute period
	or fraction thereof	or fraction thereof
Per call Charges:	\$0.2500	\$0.2500

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4.3 Business Service Offerings, (Cont'd.)

4.3.7 BellSouth® Business Monthly Saver Plan

The BellSouth® Business Monthly Saver plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Monthly Saver plan. This service is not offered on an intraLATA only basis.

Customers to this service are required to commit to a minimum monthly commitment charge. The Customer will be billed the minimum monthly commitment level if actual usage is below the commitment level in any month. Usage over the minimum monthly commitment level may not be carried over to future months to satisfy the commitment level. The commitment level can be reached by any combination of intrastate, interstate or international usage. Per minute rates for interstate and international usage are available in the Company's Business Services Pricing and Service Guide. Surcharges, taxes and other similar fees shall not be included in the calculation for the determination of whether the minimum monthly commitment level has been met. Term discounts apply to intrastate and interstate usage.

(A)	Minimum Monthly Commitment	Per Minute Rate
	\$100.00	\$0.0700
	\$250.00	\$0.0620
	\$500.00	\$0.0600
	\$1,000.00	\$0.0580
	\$2,000.00	\$0.0570
	\$4,000.00	\$0.0570
	\$5,000.00	\$0.0560
	\$10,000.00	\$0.0550
	\$20,000.00	\$0.0550

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4.3 Business Service Offerings, (Cont'd.)

4.3.7 BellSouth® Business Monthly Saver Plan, (cont'd.)

(B) Term Plans

A term plan discount is available on the Per Minute Rate for this plan. Term plan discounts apply to intrastate and interstate usage after commitment determinations are made. Term plan discounts are calculated on actual usage and will not apply to any shortfall payments from the Customer due to the Customer's failure to meet the minimum monthly commitment.

(1)	Term Plan Discounts	Discount %
	One Year Term	5.00 %
	Two Year Term	8.00 %
	Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rates x Discount %) x Monthly Minutes of Use ("MOUs") x Number of Months Expired on the Contract].

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4.3 Business Service Offerings, (Cont'd.)

4.3.8 BellSouth® Business Volume Discount Plan

The BellSouth® Business Volume Discount plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Volume Discount plan. This service is not offered on an intraLATA only basis.

A minimum monthly usage charges is associated with this service. Customers to this service who exceed the minimum monthly usage charge will be given a discount off of the base rate provided below based upon the actual monthly usage. Monthly usage is calculated utilizing any combination of intrastate, interstate or international usage. Per minute rates for interstate and international usage are available in the Company's Business Services Pricing and Service Guide. Surcharges, taxes and other similar fees shall not be included in the calculation for determination of whether in the monthly usage calculation has been met. Usage over the minimum monthly commitment level may not be carried over to future months to satisfy the commitment level.

(A) Per Minute Rate

Per Minute Charge	\$0.0990
-------------------	----------

(B) Minimum Monthly Usage Charge

Minimum Monthly Charge	\$30.00
------------------------	---------

(C) Monthly Usage		Discount %
From	To	
\$0.00	\$199.99	0.00 %
\$200.00	\$499.99	20.00 %
\$500.00	\$999.99	25.00 %
\$1,000.00	\$2,499.99	30.00 %
\$2,500.00	\$4,999.99	35.00 %
\$5,000.00	\$5,000.01 +	40.00 %

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.8 BellSouth® Business Volume Discount Plan, (Cont'd.)

(D) Term Plans

Term plan discounts are available for the discounted Per Minute Rate for this plan. Term Plan discounts are calculated on all plan usage after usage discounts are applied. Term Plan discounts are available as follows:

(1)	Term Plan Discounts	Discount %
	One Year Term	5.00 %
	Two Year Term	8.00 %
	Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Per minute rate for all usage x Discount % x Monthly Minutes of Use for all Charges) x Number of Months Expired on the Contract].

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.3 Business Service Offerings, (Cont'd.)

4.3.9 BellSouth® Business Preferred Rate Plan

The BellSouth® Business Preferred Rate plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Preferred Rate plan. This service is not offered on an intraLATA only basis.

The monthly recurring charge will be waived in instances where the Customer's monthly billing is \$25.00 or more of combined intrastate and interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for the waiving of the monthly recurring charge.

Customers of this plan must also subscribe to one of the following: BellSouth® Complete Choice® for Business, BellSouth® Key Customer Term Election Agreement, BellSouth® Advantage Plus or Medallion Plus Term Election Agreement, BellSouth® Business Solutions Plus Term Election Agreement, BellSouth® Complete Choice® for Business Term Election Agreement, or BellSouth® FastAccess® Internet Service. These plans are offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice.

Customers will be given a discount off of total monthly charges based upon the actual monthly usage. Monthly usage is calculated utilizing a combination of intrastate or interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for determination of the monthly usage. Usage over the minimum monthly commitment level may not be carried over to future months to satisfy the commitment level.

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4.3 Business Service Offerings, (Cont'd.)

4.3.9 BellSouth® Business Preferred Rate Plan, (cont'd.)

(A) Monthly Recurring Charge

Monthly Charge*	\$3.95
-----------------	--------

(B) Per Minute Rate

Rate per Minute	\$0.0690
-----------------	----------

(C) Discount Percentages for monthly billing

From	To	
\$0.00	\$49.99	0.00%
\$50.00	\$199.99	2.89%
\$200.00	\$200.01 +	5.80%

* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.9 BellSouth® Business Preferred Rate Plan, (cont'd.)

(D) Term Plans

Term plan discounts are available for the discounted Per Minute Rate for this plan. Term plan discounts do not apply to the Monthly Recurring Charge. Term plan discounts are calculated on all intrastate and interstate usage after discount percentages are applied. Term plan discounts are available as follows:

(1)	Term Plan Discounts	Discount %
	One Year Term	5.00 %
	Two Year Term	8.00 %
	Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Discounted Per minute rate x Term Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3 Business Service Offerings, (Cont'd.)

4.3.10 BellSouth® Business Platinum Preferred Rate Plan

The BellSouth® Business Platinum Preferred Rate plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Platinum Preferred Rate plan. This service is not offered on an intraLATA only basis.

Customers to this service are required to commit to a minimum monthly usage charge. The Customer will be billed the minimum monthly usage charge level if actual usage is below the commitment level in any month. Usage over the minimum usage charge level may not be carried over to future months to satisfy the commitment level.

Customers will be given a discount off of total monthly charges based upon the actual monthly usage for each month. Monthly usage is calculated utilizing a combination of intrastate or interstate usage. Surcharges, taxes and other similar fees shall not be included in the calculation for determination of the monthly usage.

(A) Per Minute Rate

Minimum Monthly Commitment	\$250.00
Rate per Minute	\$0.0630

(B) Discount Percentages for monthly billing

From	To	
\$0.00	\$499.99	0.00%
\$500.00	\$999.99	3.18%
\$1,000.00	\$1,999.99	6.35%
\$2,000.00	\$2,000.01 +	7.94%

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4.3 Business Service Offerings, (Cont'd.)

4.3.10 BellSouth® Business Platinum Preferred Rate Plan, (cont'd.)

(C) Term Plans

Term plan discounts are available for the discounted Per Minute Rate for this plan. Term plan discounts are calculated on all intrastate and interstate usage after discount percentages are applied and will not apply to any shortfall payments from the Customer due to the Customer's failure to meet the minimum monthly commitment. Term plan discounts are available as follows:

(1)	Term Plan Discounts	Discount %
	One Year Term	5.00 %
	Two Year Term	8.00 %
	Three Year Term	14.00 %

(2) Termination Charge

Term plan Customers who cancel their plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the discount the Customer has received up to the point of cancellation. The termination charge is equal to [(Discounted Per minute rate x Term Discount %) x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3 Business Service Offerings, (Cont'd.)

4.3.11 BellSouth® Business Easy Toll Free Plan

The BellSouth® Business Easy Toll Free plan (8xx) is an inward toll free (8xx) calling service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. This service permits termination of intrastate calls from diverse geographic locations to the Customer's local exchange lines. With this service, the Customer is billed for the call rather than the call originator. The Customer will be billed for all calls terminating at the toll free number, including misdialed calls. This service will allow up to 10 toll free numbers to terminate to a single switched access line. Business Easy Toll Free plan is not available for terminations to wireless telecommunications devices.

This service is only offered in conjunction with the corresponding interstate BellSouth® Business Easy Toll Free plan. Interstate monthly recurring charge(s) are also associated with this service.

For Business MTS Customers, the Company will notify the Customer when their toll free number(s) have had no usage in six (6) consecutive months. The Customer's use of a toll free number will be rescinded in the subsequent month, unless there is a minimum of \$5.00 in toll free charges.

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4.3 Business Service Offerings, (Cont'd.)

4.3.11 BellSouth® Business Easy Toll Free Plan, (cont'd.)

(A) Monthly Recurring Charge

Monthly Charge per billing account* \$5.00

(B) Business MTS Customers

Rate Per Minute: \$0.1400

(C) Business State Talk Customers

Rate Per Minute: \$0.1200

(D) All other Business Services Customers

Where Business Easy Toll Free plan service is provided to all other business services Customers, toll free usage under this plan is subject to the rates, billing increments, term and/or volume discounts, monthly usage commitments, and monthly recurring charge waiver provisions of the associated business service subscribed to by the Customer. For package plan Customers, toll free usage will be included in package minutes. The Company will automatically adjust toll free rates and plan provisions to reflect changes in business service subscriptions. The Business MTS rate will apply to Customers who discontinue all other business services, but wish to retain Business Easy Toll Free plan.

* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.11 BellSouth® Business Easy Toll Free Plan, (cont'd.)

(E) Optional Toll Free Service Offerings

For an additional monthly recurring charge per billing account, the Customer may select any or all of the following calling features:

- (1)** Call Blocking
- (2)** Call Routing
- (3)** Up to three (3) listings in the National Toll Free Directory Assistance Listing Service

Monthly Charge per billing account*	\$5.00
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* This charge is the same as the Monthly Recurring Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly recurring charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.12 BellSouth® Business Appreciation Plan

The BellSouth® Business Appreciation plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers to this plan must, at the same time as they subscribe to this service, also place a new service order for a 36 month BellSouth® Key Customer Term Election Agreement for 1-3 business lines from the Company's affiliated local exchange entity and must also agree to a twelve month service contract with the Company for long distance service. No term discount is applicable to this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Appreciation plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rates

Rate per Minute	\$0.0600
-----------------	----------

(B) Termination Charge

Customers who cancel their twelve month plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the difference between the per minute rate for this service and the per minute rate for Business Message Telecommunications Service, for all minutes of use obtained under this plan. The termination charge is equal to [Difference between the per minute rates x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3 Business Service Offerings, (Cont'd.)

4.3.13 BellSouth® Business Appreciation II Plan

The BellSouth® Business Appreciation II plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service.

Customers to this plan must, at the same time as they subscribe to this service, also place a new service order for a 36 month BellSouth® Key Customer Term Election Agreement for 4 or more business lines from the Company's affiliated local exchange entity and must also agree to a twelve month service contract with the Company for long distance service. No term discount is applicable to this service.

All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. This service is only offered in conjunction with the corresponding interstate BellSouth® Business Appreciation II plan. This service is not offered on an intraLATA only basis.

(A) Per Minute Rates

Rate per Minute	\$0.0500
-----------------	----------

(B) Termination Charge

Customers who cancel their twelve month plan prior to the end of the contract will be subject to a termination charge. The termination charge will be equal to the amount of the difference between the per minute rate for this service and the per minute rate for Business Message Telecommunications Service, for all minutes obtained under this plan. The termination charge is equal to [Difference between the per minute rates x Monthly Minutes of Use ("MOU's") x Number of Months Expired on the Contract].

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4.3 Business Service Offerings, (Cont'd.)

4.3.14 BellSouth® Business 500 Minutes Integrated Solutions – T1 Plan

The BellSouth® Business 500 Minutes Integrated Solutions – T1 plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business 500 Minutes Integrated Solutions – T1 plan provides the Customer with 500 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service.

Customers of this plan must also subscribe to a BellSouth® Integrated Solutions local service contract offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 500 Minutes Integrated Solutions – T1 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 500 minutes of usage: * \$29.50

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0750

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.15 BellSouth® Business 1000 Minutes Integrated Solutions – T1 Plan

The BellSouth® Business 1000 Minutes Integrated Solutions – T1 plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business 1000 Minutes Integrated Solutions – T1 plan provides the Customer with 1,000 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 1,000 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service.

Customers of this plan must also subscribe to a BellSouth® Integrated Solutions local service contract offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 1000 Minutes Integrated Solutions – T1 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,000 minutes of usage: * \$59.00

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0750

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.16 BellSouth® Business 1500 Minutes Integrated Solutions – T1 Plan

The BellSouth® Business 1500 Minutes Integrated Solutions – T1 plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business 1500 Minutes Integrated Solutions – T1 plan provides the Customer with 1,500 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 1,500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service.

Customers of this plan must also subscribe to a BellSouth® Integrated Solutions local service contract offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 1500 Minutes Integrated Solutions – T1 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 1,500 minutes of usage: * \$88.50

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0750

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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4.3 Business Service Offerings, (Cont'd.)

4.3.17 BellSouth® Business 2500 Minutes Integrated Solutions – T1 Plan

The BellSouth® Business 2500 Minutes Integrated Solutions – T1 plan is a direct dialed outbound long distance service offered to business Customers from switched access lines. Service is offered on a flat rate basis, twenty-four hours per day, seven days per week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The Business 2500 Minutes Integrated Solutions – T1 plan provides the Customer with 2,500 minutes of interexchange (both interstate and intrastate) long distance usage for a flat rate monthly charge. Additional usage over the initial 2,500 minutes will be billed on a flat rate per minute basis. No term discount is applicable to this service.

Customers of this plan must also subscribe to a BellSouth® Integrated Solutions local service contract offered by the Company's affiliated local exchange entity. Customers who no longer meet the eligibility requirements identified above will be transferred to Business Message Telecommunications Service without further notice until such time as the Customer selects another Company service.

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. This service is only offered in conjunction with the corresponding interstate BellSouth® Business 2500 Minutes Integrated Solutions – T1 plan. This service is not offered on an intraLATA only basis.

(A) Monthly Service Charge

Charge for initial 2,500 minutes of usage: * \$147.50

(B) Additional Per Minute Usage Charge

Each additional minute: \$0.0750

* This charge is the same as the Monthly Service Charge identified in the Company's Business Services Pricing and Service Guide. Only one monthly service charge will apply when both interstate and intrastate service is provided to the Customer.

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4.4 Travel Services

4.4.1 Travel Service

Travel Service offers Residential and Business Customers the ability to place calls using a Company-provided travel card when away from the home or office. Customers reach the Company's Travel Service network by dialing a Company-provided toll-free access code or number. In addition, the service provides Customers with optional operator assistance, alternative billing arrangements, and directory assistance using the same access code or number. Time of day and holiday discounts do not apply. Service is provided at rates and charges listed below:

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charge:	\$0.00
(D)	Non-Recurring Charge:	\$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Directory Assistance Charge:	\$1.20 Per Call
(H)	Directory Assistance Call Completion:	\$0.45 Per Call
(I)	Pay Telephone Surcharge:	\$0.30 Per Call
(J)	Intrastate Usage Rate:	\$0.45 Per Minute

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4.4 Travel Services, (Cont'd.)

4.4.1 Travel Service, (cont'd.)

(K) Intrastate Per Call Service Charges:

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's Travel Service. Per call charges vary by type of call and type of billing method selected by the Customer.

	Company Travel Card	LEC Calling Card	Comm. Credit Card	Billed Collect	Billed to 3rd Party
Station-to-Station					
Fully Automated	\$0.95 ¹	\$0.95 ¹	\$4.45 ¹	\$3.15	N/A
Operator Assisted	\$2.95	\$4.95	\$4.95	\$3.15	\$3.15 ¹
Operator Dialed	\$2.95	\$4.95	\$4.95	\$3.15	\$3.15
Person-to-Person					
Operator Assisted	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35
Operator Dialed	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35

¹ Indicates per call charges applicable to calls placed using Directory Assistance Call Completion. These charges may vary based on the billing method selected by the Customer.

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4.4 Travel Services, (Cont'd.)

4.4.2 Preferred Travel Service

Preferred Travel Service offers Residential and Business Customers who have chosen the Company as their preferred carrier of choice the ability to place calls using a Company-provided Preferred travel card when away from the home or office. Customers reach the Company's Preferred Travel Service network by dialing a Company-provided toll-free access code or number. In addition, the service provides Customers with optional operator assistance, alternative billing arrangements, and directory assistance using the same access code or number. Time of day and holiday discounts do not apply. Service is provided at rates and charges listed below:

(A)	Initial Billing Increment:	One Minute
(B)	Each Additional Billing Increment:	One Minute
(C)	Recurring Charge:	\$0.00
(D)	Non-Recurring Charge:	\$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Directory Assistance Charge:	\$1.20 Per Call
(H)	Directory Assistance Call Completion:	\$0.45 Per Call
(I)	Pay Telephone Surcharge:	\$0.30 Per Call
(J)	Intrastate Usage Rate:	\$0.35 Per Minute

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4.4 Travel Services, (Cont'd.)

4.4.2 Preferred Travel Service, (cont'd.)

(K) Intrastate Per Call Service Charges:

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's Preferred Travel Service. Per call charges vary by type of call and type of billing method selected by the Customer.

	Company Preferred Travel Card	Billed Collect	Billed To Third Party
Station-to-Station			
Fully Automated	\$0.00 ¹	\$3.15	N/A
Operator Assisted	\$2.95	\$3.15	\$3.15 ¹
Operator Dialed	\$2.95	\$3.15	\$3.15
Person-to-Person			
Operator Assisted	\$5.35	\$5.35	\$5.35
Operator Dialed	\$5.35	\$5.35	\$5.35

¹ Indicates per call charges applicable to calls placed using Directory Assistance Call Completion. These charges may vary based on the billing method selected by the Customer.

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4.5 Operator Services

4.5.1 Residential Operator Services

Residential Operator Services are provided to Customers with presubscribed Residential Access Lines. Residential Operator Services allow the caller to place a call and arrange for billing to the presubscribed Residential Access Line or to an alternate billing arrangement including a Calling Card, Commercial Credit Card, Collect to the called party or to a Third Party. Usage charges and appropriate service charges will be assessed on a per call basis.

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charges:	\$0.00
(D)	Non-Recurring Charges:	\$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Per Minute Usage Charges:	\$0.49

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4.5 Operator Services, (Cont'd.)

4.5.1 Residential Operator Services, (cont'd.)

(H) Per call service charges:

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's services. Per call charges vary by type of call and type of billing method selected by the Customer.

	BellSouth Proprietary Card	LEC Calling Card	Comm. Credit Card ¹	Billed Collect	Billed to Third Party ¹	Billed to Line ¹
Station to Station						
Fully Automated	\$2.05	\$4.45	\$4.45	\$3.15	\$3.15	\$3.15
Operator Assisted	\$4.95	\$4.95	\$4.95	\$3.15	\$3.15	\$3.15
Operator Dialed	\$4.95	\$4.95	\$4.95	\$3.15	\$3.15	\$3.15
Person to Person						
Operator Assisted	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35
Operator Dialed	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35

(I) Other Operator Services²

Verification Service \$2.00

Emergency Interrupt Service \$3.50

¹ Where this billing option is available. These services may also be billed as Sent Paid services.

² These services may not be available to all Customers.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.2 Business Operator Services

Business Operator Services are provided to Customers with presubscribed Business Access Lines. Business Operator Services allow the caller to place a call and arrange for billing to the presubscribed Business Access Line or to an alternate billing arrangement including a Calling Card, Commercial Credit Card, Collect to the called party or to a Third Party. Usage charges and an appropriate service charge will be assessed on a per call basis.

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charges:	\$0.00
(D)	Non-Recurring Charges:	\$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Per Minute Usage Charges:	\$0.49

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.2 Business Operator Services, (cont'd.)

(H) Per call service charges:

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's services. Per call charges vary by type of call and type of billing method selected by the Customer.

	BellSouth Proprietary Card	LEC Calling Card	Comm. Credit Card ¹	Billed Collect	Billed to Third Party ¹	Billed to Line ¹
Station to Station						
Fully Automated	\$2.05	\$4.45	\$4.45	\$3.15	\$3.15	\$3.15
Operator Assisted	\$4.95	\$4.95	\$4.95	\$3.15	\$3.15	\$3.15
Operator Dialed	\$4.95	\$4.95	\$4.95	\$3.15	\$3.15	\$3.15
Person to Person						
Operator Assisted	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35
Operator Dialed	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35

(I) Other Operator Services²

Verification Service \$2.00

Emergency Interrupt Service \$3.50

¹ Where this billing option is available. These services may also be billed as Sent Paid services.
² These services may not be available to all Customers.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.3 Aggregator Operator Services

Aggregator Operator Services are provided to Aggregator locations as defined herein. Aggregator Operator Services allow the caller to place a call and arrange for billing other than to the originating telephone number. Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card or commercial credit card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charges prior to billing to a third party telephone number.

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charges:	\$0.00
(D)	Non-Recurring Charges:	\$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Per Minute Usage Charges:	\$0.49

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.3 Aggregator Operator Services, (cont'd.)

(H) Per call service charges:

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's services. Per call charges vary by type of call and type of billing method selected by the Customer.

	BellSouth Proprietary Card	LEC Calling Card	Comm. Credit Card ¹	Billed Collect	Billed to Third Party ¹	Billed to Line ¹
Station to Station						
Fully Automated	\$2.05	\$4.45	\$4.45	\$3.15	\$3.15	\$3.15
Operator Assisted	\$4.95	\$4.95	\$4.95	\$3.15	\$3.15	\$3.15
Operator Dialed	\$4.95	\$4.95	\$4.95	\$3.15	\$3.15	\$3.15
Person to Person						
Operator Assisted	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35
Operator Dialed	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35

(I) Other Operator Services²

Verification Service \$2.00

Emergency Interrupt Service \$3.50

¹ Where this billing option is available. These services may also be billed as Sent Paid services.

² These services may not be available to all Customers.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.4 Casual Calling Operator Services

Casual Calling Operator Service is provided to Residential and Business Customers for originating calls when away from the home or office by dialing "0+" or "0-". Usage charges and an appropriate service charge will be assessed on a per call basis.

(A)	Initial Billing Increment:	One Minute
(B)	Additional Billing Increment:	One Minute
(C)	Recurring Charges:	\$0.00
(D)	Non-Recurring Charges:	\$0.00
(E)	Minimum Monthly Commitment:	None
(F)	Term Plan Available:	No
(G)	Standard Per Minute Usage Charges:	\$0.49

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.5 Operator Services, (Cont'd.)

4.5.4 Casual Calling Operator Services, (cont'd.)

(H) Per call service charges:

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's services. Per call charges vary by type of call and type of billing method selected by the Customer.

	BellSouth Proprietary Card	LEC Calling Card	Comm. Credit Card ¹	Billed Collect	Billed to Third Party ¹	Billed to Line ¹
Station to Station						
Fully Automated	\$2.05	\$4.45	\$4.45	\$3.15	\$3.15	\$3.15
Operator Assisted	\$4.95	\$4.95	\$4.95	\$3.15	\$3.15	\$3.15
Operator Dialed	\$4.95	\$4.95	\$4.95	\$3.15	\$3.15	\$3.15
Person to Person						
Operator Assisted	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35
Operator Dialed	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35	\$5.35

(I) Other Operator Services²

Verification Service \$2.00

Emergency Interrupt Service \$3.50

¹ Where this billing option is available. These services may also be billed as Sent Paid services.

² These services may not be available to all Customers.

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SECTION 4.0 - RESIDENTIAL AND BUSINESS SERVICES, (CONT'D.)

4.6 Directory Assistance

Directory Assistance is available to Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Rate Per Call:	\$1.20
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Directory Assistance Call Completion (additional charge) ¹	\$0.45
---	--------

¹ This service may not be available to all Customers.

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SECTION 5.0 - PROMOTIONS

5.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring, recurring charges or usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations.

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SECTION 6.0 - CONTRACTS FOR SERVICE

6.1 General

Services may be offered by the Company on a contractual basis under one of the following arrangements:

6.1.1 Term Plans - Tariffed services provided by the Company may be offered under contract at discounted rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Term Plans are specified on a per service basis as described in the applicable tariff section for the individual service or package of services. Rules and regulations associated with each Term Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Term Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this tariff.

6.1.2 Customized Pricing Arrangements (CPA) - Under appropriate circumstances, the Company may enter into Customer-specific CPAs furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each CPA shall be negotiated on an individual case basis (ICB) and be mutually agreed upon between the Customer and the Company. CPAs may include discounts off of rates contained in this tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the CPA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

CPAs will be offered under contract and will be made available to similarly situated Customers. An applicant requesting a CPA contract must not be under another CPA contract for the same service, in breach of any Company agreement or obligation, nor have any outstanding past due balances with the Company in order to request such services on a CPA.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Contract Dispute Resolution (Term Plans and CPAs)

6.2.1 Parties

Once negotiation, mediation or arbitration has commenced, the Customer and the Company will be considered the "Parties" to the dispute resolution procedures described in this section of the tariff.

6.2.2 Mediation

The Parties agree to use good faith efforts to resolve any dispute promptly and fairly. If the Parties are unable to resolve a dispute by negotiation, both Parties agree to submit it to mediation conducted by a mutually selected mediator or, at the option of either Party, by the Center for Public Resources (CPR). The Parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence.

6.2.3 Arbitration

If a dispute submitted to mediation is not successfully resolved, it shall be subject to binding arbitration under the then-current rules and supervision of the CPR. The Federal Arbitration Act, 9 U.S.C. Section 1 to 16, not state law, will govern the arbitrability of all claims. A single arbitrator who is knowledgeable in business information, commercial matters or the telecommunications field, as applicable, will conduct the arbitration. The arbitrator's decision and award will be final and binding, and either Party may enter it in any court with jurisdiction. The arbitrator will not have authority to award punitive or other non-compensatory damages to either Party. The arbitration will be held in Atlanta. Each Party will bear its own attorney's fees and related costs associated with the arbitration. The Parties will pay all other costs and expenses of the arbitration as the rules of the CPR provide. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence except that the prevailing Party shall have the right to enter the arbitration award in a court of competent jurisdiction if such entry is necessary to enforce the terms of the award.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Contract Dispute Resolution (Term Plans and CPAs), (Cont'd.)

6.2.4 Court Proceedings

Except as permitted in this Section, neither Party may bring a case in court in connection with a dispute. If a Party disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that Party will pay the other Party's costs and expenses, including attorney's fees, incurred after the notice in defending the court case. Each Party retains the right to obtain an injunction in court to prevent the other Party's misuse of its intellectual property or Confidential Information.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans

6.3.1 General

The regulations specified herein are applicable to all services offered under Term Plans as indicated in each service's respective subsection of this tariff.

When the Customer orders service to be provided under a Term Plan, the Customer must designate to the Company the payment option and/or service period desired. Available payment options and service periods for each service offered under a Term Plan are described in that service's specific tariff section.

6.3.2 Application of Rates and Charges

When Customers renew or change the length of their payment option or service period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the period(s).

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.5 Disconnect of Services

- (A) When a service or rate element, included under a Term Plan arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in 6.3.3 preceding. Remaining services or rate elements will not be affected by such disconnections.
- (B) When a tariffed service under a Term Plan arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff, Termination Liability Charges will not apply when the completed service period is at least the minimum period allowable under the specific service's Payment Option (as defined in the service's specific tariff section).

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.5 Deposits, Advance Payments and Right to Refuse Service

The Company reserves the right to require new or additional deposits and/or advance payments, as described in Sections 2.8 and 2.9 of this tariff, respectively. This right extends beyond the date the agreement is executed by both parties if the Company has not determined the Customer's credit worthiness prior to such date, or to any time during the contract term if the Customer's credit standing changes subsequent to the Company's initial credit investigation.

Furthermore, the Company reserves the right to refuse new service or to make additions to existing service if the Company determines after contract execution that the Customer's credit worthiness is not acceptable to the Company and the Customer is unable to make the required deposits and/or advanced payments.

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SECTION 7.0 – COMPLEX VOICE SERVICES

7.1 General

- 7.1.1** The services offered in this Section of the tariff are intended for those Customers who commit to an Integrated Service Package plan as described in Section 10 of this tariff. Customers who do not commit to an Integrated Service Package plan will be billed the base rates indicated herein with no discounts.
- 7.1.2** The Company offers BellSouth® Dial Direct Service (1+), BellSouth Toll-Free Service (e.g., 800 or 888 or future 8XX codes) number, and operator assisted (0+/00-) long distance voice services to its Customers. All Company services are available 24 hours a day, seven days a week.
- 7.1.3** Dial Direct service is available from originating locations within the state.
- 7.1.4** Toll-Free service is available to Customers served from locations within the state.
- 7.1.5** Operator Services are available from locations within the state where Customers have the ability to dial directly to the Company's network. Calls may be placed to location within the state.
- 7.1.6** Access to the Company's Services may be via Switched or Dedicated Access. Dial Direct services are offered as Primary Carrier Service from locations served with equal access end offices.
- 7.1.7** Dedicated Access lines, if utilized, are provided and billed to the Customer by the Company or by another Dedicated Access provider. Charges for Dedicated Access lines are determined by the Dedicated Access provider. Charges for Company provided Dedicated Access services may be found in Section 9 of this tariff.
- 7.1.8** Services are only offered in conjunction with interstate Complex Voice services offered by the Company. Interstate charges as outlined in the Company's Complex Business Services Interstate Pricing Guide are also associated with these services depending on features and functionality selected by the Customer.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 7.2.1** Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person-to-Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 7.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 7.2.3** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.
- 7.2.4** Time-of-day designations may be used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 7.2.5** Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.
- 7.2.6** When time-of-day discounts apply to usage charges, the Time Zone of the subscribing party will be used for time and rate calculations.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.9 Moves of Service(s)

Payment options and service periods will not be affected nor will Termination Liability Charges apply when a Customer requests a move of service under a Term Plan from one location to another location subject to the following:

- (A) The original and new premises locations must be in Company territory within the same state.
- (B) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (C) No lapse in billing will occur for moves of service under Term Plans.
- (D) Orders to disconnect the existing service and re-establish it at the new location must be related.
- (E) Any rate elements from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (F) All regulations and charges for changes made to the service coincident to that move shall apply.
- (G) All appropriate nonrecurring charges for moves of service as specified in the appropriate tariff section for the individual service and/or service package Term Plan.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.6 Requests for Changes in Length of Optional Payment Period

Subsequent to the establishment of a contract with a Term Plan period, and prior to the completion of that period, the existing payment period may be replaced by:

- (A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:

- (1) No credit will be given for payments made during the formerly selected period.
- (2) The new payment period begins with the new Term Plan arrangement effective date.
- (3) No termination charge applies for the remaining portion of the former payment period.
- (4) Nonrecurring charges will not be reapplied.

- (B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:

- (1) No credit will be given for payments made during the formerly selected period.
- (2) The new payment period begins with the new Term Plan arrangement effective date.
- (3) A Termination Liability Charge applies for the remaining portion of the former payment period.
- (4) Nonrecurring charges will not be reapplied.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.7 Renewal Options

- (A) The Customer may renew a Term Plan according to one of the following renewal options:
 - (1) **Renewal Option 1** - Prior to completion of the current payment period, an additional payment period available under the Term Plan arrangement may be selected at the rates in effect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - (2) **Renewal Option 2** - If the Customer does not elect an additional payment period or does not request discontinuance of service at least 30 days prior to the expiration of the current Term, service will be continued on a month-to-month basis at the current rate for the one-month payment period (base rate), unless otherwise specified in this tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by regulatory authority.
- (B) Non-Recurring charges are not applicable for rate elements renewed under a Term Plan. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.
- (C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- (D) When a Customer renews a Term Plan arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.3 Termination Liability Charge

In the event that all or any part of a service is disconnected at the Customer's request prior to expiration of any selected payment period of greater than one month's duration, the Customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's and/or service package's tariff section.

The Termination Liability Charge is determined as described in the applicable tariff section for the specific service, service package and/or Term Plan.

The tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the tariff shall apply.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.4 Additions to Services

- (A) Additions of services or rate elements for a service under a Term Plan must be under the same Term Plan arrangement at rates and charges as specified in 6.3.1 preceding.
- (B) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in 6.3.5 following.
- (C) Installation and any other nonrecurring charges, as specified in this tariff, will apply to the added services.

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SECTION 6.0 - CONTRACTS FOR SERVICE, (CONT'D.)

6.3 Term Plans, (Cont'd.)

6.3.8 Transfer of Service

Service may be transferred to a new Customer at the same location upon prior written concurrence by the new Customer as specified in this tariff. This does not constitute a disconnect of service or a discontinuance of an existing Term Plan arrangement. The new Customer will be subject to all provisions and equipment configurations currently in effect for the previous Customer. Regulations concerning transfer of service between subscribers are stated in other sections of this tariff.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.3 Rate Periods and Holidays

Unless otherwise specified in this tariff, usage rates for Complex Voice services do not change according to time of day or day of week (i.e., discount periods do not apply to the Company's Complex Voice services offered in this tariff). Additionally, holiday discounting does not apply to these services.

7.4 Service Descriptions

7.4.1 BellSouth® Dial Direct Service

Dial Direct service allows Customers to place calls to terminating locations on a direct dial basis. Customers must dial "1+" the destination telephone number, including area code to reach the called party. With Dial Direct service, the Customer as caller is billed for services provided.

Dial Direct service is available to Customers who: 1) presubscribe their local access lines to the Company's network, or 2) purchase Dedicated Access facilities to connect their premises to Company's access points or points of presence.

(A) BellSouth® Dial Direct Service - Switched Access

BellSouth® Dial Direct service - Switched Access allows Customers to place 1+ direct dial calls to terminating locations. Customers must be presubscribed to the Company's network and utilize Switched Access origination when placing calls. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

(B) BellSouth® Dial Direct Service - Dedicated Access

BellSouth® Dial Direct service - Dedicated Access allows Customers to place 1+ direct dial calls to terminating locations. Calls are placed using Dedicated Access facilities that connect the Customer's location to a Company point of presence. Calls are rated using a single usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.4 Service Descriptions, (Cont'd.)

7.4.2 BellSouth® Toll-Free Service

Toll-Free service is a toll-free number (e.g., 800, 888) service. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party. With inbound long distance services, the Customer is billed for the call rather than the calling party.

Toll-Free service may terminate to Customer local exchange access lines using Switched Access or Dedicated Access termination. Customers with larger call volumes may have inbound calls routed to Dedicated Access facilities connecting the Customer's premises directly with the Company InterLATA Network.

(A) BellSouth® Toll-Free Service - Switched Access

BellSouth® Toll-Free service - Switched Access allows parties to place calls to Customer locations at no charge to the calling party. The Customer is billed for calls placed using the service. Calls terminate over the Customer's local access exchange line using Switched Access termination. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

(B) BellSouth® Toll-Free Service - Dedicated Access

BellSouth® Toll-Free service - Dedicated Access allows parties to place calls to a Customer's location at no charge to the calling party. The Customer is billed for calls placed using the service. Calls terminate over dedicated facilities to the Customer's location using Dedicated Access termination. Calls are rated using a single flat usage rate for peak and off-peak time periods. Service is billed in six (6) second increments following an Initial Period of eighteen (18) seconds.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.4 Service Descriptions, (Cont'd.)

7.4.3 Operator Services

Operator Services allow Customers or Authorized Users to obtain assistance in placing or billing long distance calls. Customers must dial 0+/00- in order to reach an automated or live operator for assistance. These services enable callers to assign charges for long distance switched voice calls to an account that is not associated with the Customer.

Operator Services are available only from Customer locations that presubscribe to one of the Company's direct dial services. Operator Services are not available from transient locations such as hotels, motels and pay telephones.

Charges for Operator Services vary based on billing method and type of call. Customers may bill the charges for a call to a LEC Calling Card, Collect to the called party, to a Third Party, or to the telephone number the call is dialed from (if applicable). For calls made using a LEC Calling Card as payment, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. The Company reserves the right to verify acceptance of charges prior to billing to a Third Party telephone number.

Total charges for Operator Services include usage charges and an operator assistance charge.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.4 Service Descriptions, (Cont'd.)

7.4.3 Operator Services, (cont'd.)

The Company provides the following types of operator-assisted calls:

- (A) **Station to Station Fully Automated** - The Customer enters the necessary calling card digits or other billing information (e.g., name of called party for Collect Calls) when prompted by the Company's automated operator system.
- (B) **Station-to-Station Operator Assisted** - The Customer dials the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters calling card digits or other billing information).
- (C) **Station-to-Station Operator Dialed** - The Customer utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters calling card digits or other billing information).
- (D) **Person-to-Person Operator Assisted** - The Customer dials the destination number and utilizes the assistance of a live operator to bill the call (e.g., operator enters calling card digits or other billing information). Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.
- (E) **Person-to-Person Operator Dialed** - The Customer utilizes the assistance of a live operator to enter the destination number and bill the call (e.g., operator enters calling card digits or other billing information.) Call charges do not apply unless the caller reaches the requested individual, particular mobile station, particular station, room, department or office through a PBX attendant, or an agreed upon alternative.
- (F) In addition, Directory Assistance is available to Customers who utilize the Company's Operator Service. Customers must dial 00- to reach the Company's Directory Assistance Bureau. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges

7.5.1 General

Customers are billed based on their usage of the Company's services. In addition, nonrecurring and monthly charges apply to certain features and services. Rates may vary by service type. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

Customers are charged individually for each call placed through the Company. Call duration is determined as described in Section 7.2 of this tariff.

BellSouth® Dial Direct service and BellSouth® Toll-Free service are available under the Integrated Service Packages offerings in Section 10 of this tariff. Terms and conditions for the provision of Dial Direct service and Toll-Free service as part of an Integrated Service Package, including, without limitation, discounts, usage minimums, and term commitments are set forth in Section 10 of this tariff.

The rates and charges described in this Section are the base rates and charges prior to any volume and term discounts given to the Customer. Customers who subscribe to Integrated Service Packages in Section 10 of this tariff may obtain discounts from these base rates and charges.

Direct dial calls are billed in 18/6 second increments as specified in the Price Schedule in Section 7.5.2(A)(1). However, the average call length in a billing cycle must meet or exceed 30 seconds. The Company reserves the right to impute additional usage to bring the average call length up to a 30 second "minimum average" as appropriate.

Toll-free usage charges as shown in Section 7.5.2(A)(2) are based on toll-free usage of at least \$100.00 per toll-free number per bill cycle. The Company reserves the right to impose a charge of \$5.00 per toll-free number per bill cycle when usage falls below \$100.00 for each such toll-free number.

Additionally, rates set forth herein do not include Dedicated Access channels and access-related charges (including without limitation, installation charges, inside wiring charges assessed by the Local Exchange Carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, Dedicated Access channels and access-related charges are additional charges. Rates and charges for Dedicated Access channels provided by the Company are found in Section 9 of this tariff.

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.2 Application of Rates and Charges

(A) BellSouth® Dial Direct Service and BellSouth® Toll-Free Service

(1) Price Schedule

Initial/Additional Periods:	Switched Dial Direct: 18 Seconds / 6 Seconds
	Dedicated Dial Direct: 18 Seconds / 6 Seconds
	Switched Toll-Free: 18 Seconds / 6 Seconds
	Dedicated Toll Free: 18 Seconds / 6 Seconds
Non-Recurring Charges:	None
Recurring Charges:	None
Usage Charges:	See Usage Charges Table in this section.
Holiday/Time-of-Time Discounts:	No Holiday Discounts apply. No Time-of-Day Discounts (Peak/Off-Peak Pricing) are available.
Volume Disc./Commitment:	See Section 10: Integrated Service Packages.
Term Disc./Commitment:	See Section 10: Integrated Service Packages.
Other Discounts:	None.
Pay telephone Surcharge:	See Section 2.16.1: Pay Telephone Surcharge
Directory Assistance (DA):	See Section 4.6: Directory Assistance

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.2 Application of Rates and Charges, (cont'd.)

(A) BellSouth® Dial Direct Service and BellSouth® Toll-Free Service, (continued)

(2) Usage Charges Table

Call Type	SWITCHED ACCESS		DEDICATED ACCESS	
	Initial Period	Each Add'l. Period	Initial Period	Each Add'l. Period
Dial Direct	\$0.0195	\$0.0065	\$0.01305	\$0.00435
Toll-Free	\$0.0195	\$0.0065	\$0.01305	\$0.00435

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SECTION 7.0 – COMPLEX VOICE SERVICES, (CONT'D.)

7.5 Rates and Charges, (Cont'd.)

7.5.2 Application of Rates and Charges, (cont'd.)

(B) Operator Services

(1) Price Schedule

Initial/Additional Periods:	One Minute / One Minute
Non-Recurring Charges:	\$0.00
Recurring Charges	See Section 4.5.2: Business Operator Service
Usage Charges:	See Section 4.5.2: Business Operator Services
Holiday/Time-of-Day Discounts:	Not Applicable
Volume Disc./Commitment:	Not Applicable
Term Disc./Commitment:	Not Applicable
Other Discounts:	Not Applicable
Pay Telephone Surcharge:	See Section 2.16.1: Pay Telephone Surcharge

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SECTION 8.0 - PRIVATE LINE SERVICE

8.1 Service Description

BellSouth® Long Distance Private Line service provides Customers with dedicated circuits connecting distant locations on the Company's network. Service is offered on a non-switched, dedicated basis. A given circuit is provided to a single Customer for the Customer's exclusive use twenty-four hours per day, seven days per week. Private Line service is offered between Company Points of Presence (POPs) subject to the availability of services and facilities and available network capacity.

Local Access Channels and related facilities that may be required in conjunction with Private Line service are not included herein. Service descriptions, rates and charges for Local Access Channels and related facilities offered by the Company may be found in Section 9 of this tariff.

Private Line service includes DS-0, DS-1, Fractional DS-1, DS-3 and OC-n capacity digital transmission services and may be used to transmit both voice and data communications. These services utilize dedicated access arrangements on both the originating and terminating ends of each circuit. Charges are billed in advance. Service is subject to the availability of facilities.

8.1.1 The Company offers the following Private Line services:

- (A) **DS-0 service** - a digital transmission service operating at speeds of 56 or 64 Kilobits per second (Kbps). Service can be delivered via analog or digital access (local loop) facilities.
- (B) **DS-1 service** - a digital transmission service operating at 1.544 Megabits per second (Mbps).
- (C) **DS-3 service** - a digital transmission service operating at speeds of 44.736 Mbps.
- (D) **OC-n service** - a broadband digital transmission service.
- (E) **Fractional DS-1 service** - provides point-to-point (Customer premises to Customer premises) connectivity at speeds of 2 to 23 DS-0 circuits. The service is supported in 56/64 kbps increments. The Fractional DS-1 service can be delivered via DS-1, DS-3 or OC-n access.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee

8.2.1 Definitions

The following definitions apply to this Section of the tariff only:

BSLD InterLATA Network - Refer to Section 1.

BSLD Private Line - A Company provided intrastate DS-1, DS-3 or OC-n private line circuit having both points of origination and termination within Tennessee.

BSLD InterLATA Facilities - The physical media, including switches, circuits and/or ports provided (whether leased or owned) by the Company or an affiliate of the Company. Also includes Interexchange circuits provided (whether leased or owned) by an Interexchange Carrier other than the Company, but secured by the Company, to furnish a service to Customer. Tail Circuits not secured by the Company to provide service to the Customer (Off-Net Facilities) or local access circuits provided by any local access provider are not BSLD InterLATA Facilities.

BSLD-POP - A designated Point of Presence (POP) at a location where direct interconnection between the BSLD Domestic InterLATA Network and the network of another carrier is possible.

BSLD POP to BSLD POP Circuit Availability - Availability of the portion of a single Domestic BSLD Private Line DS-1, DS-3, or OC-n circuit connecting two Customer premises from the BSLD POP nearest to an associated Customer premises to the BSLD POP nearest to the distant associated Customer premises, excluding Local Access circuits and related Tail Circuits.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

8.2.1 Definitions, (cont'd.)

Calendar Month - Refer to Section 1.

Circuit Availability (CMCA) - $100\% \times [(Total\ Minutes\ in\ Calendar\ Month) - (Total\ Minutes\ of\ Non-Availability\ per\ circuit)] / (Total\ Minutes\ in\ Calendar\ Month)$.

Circuit Non-Availability - Any service interruption caused by the Company that results in a total disruption of service.

End-to-End - A Company-provided Domestic Private Line between two Customer premises in which the Private Line is only on (i) the BSLD InterLATA Network (ii) Off-Net Facilities and (iii) local access circuits secured by the Company for Customer from each of the two Customer premises to the nearest BSLD-POPs. End-to-End shall be deemed to extend to and include the network termination point at the applicable Customer premises but shall not include Customer premises equipment and inside wiring at the premises.

End to End Circuit Availability - Availability of the portion of a BSLD Private Line DS-1, DS-3, or OC-n circuit connecting two Customer premises.

Total Minutes in Calendar Month - Refer to Section 1.

Total Minutes of Circuit Non-Availability - The total of all minutes of Circuit Non-Availability for a specific BSLD Private Line in one calendar month.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

8.2.2 Availability Objective

The Company guarantees that DS-1, DS-3, or OC-n Private Line circuits will be available during each calendar month as follows: (1) a minimum of ninety-nine and ninety five hundredths percent (99.95%) of the minutes in a calendar month for BSLD-POP to BSLD-POP Circuit Availability; and (2) a minimum of ninety-nine and five tenths of a percent (99.50%) of the minutes in a calendar month for End to End Circuit Availability.

For purposes of the performance objective included in Section 8.2 (this Section), the Company's trouble management system determines the number of minutes of Circuit Non-Availability. The Circuit Non-Availability shall be deemed to commence with the Company's receipt from Customer of a notice of the Circuit Non-Availability and the Company's issuance of a trouble ticket. The Circuit Non-Availability shall conclude upon the restoration of the Service.

The Customer shall, subject to the terms, exclusions and restrictions described herein, be entitled to receive from the Company a credit if the availability (Circuit Availability) of a particular BSLD Private Line circuit to be provided to the Customer on the BSLD Domestic InterLATA Network (the Service) for any Calendar Month falls below the percentage shown in the applicable credit schedule included in this Section. The Service shall for purposes of this Section be deemed to be unavailable to the Customer only if the Service on a particular BSLD Private Line circuit (Affected Circuit) is subject to an interruption (other than as noted herein) that results in a Circuit Non-Availability.

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Atlanta, GA 30346

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

8.2.3 Application of Service Assurance Guarantee

In the event any Company provided DS-1, DS-3 or OC-n Private Line circuit is subject to a Circuit Non-Availability condition, the Customer shall be eligible to receive certain credits according to the following terms:

- (A) The Customer may receive credits for a particular Service pursuant to the performance objectives included in this Section for a maximum of four (4) consecutive or a maximum of six (6) months in any twelve (12) month period.
- (B) In the event that the Calendar Monthly Circuit Availability for a particular affected circuit falls below ninety-nine and ninety five hundredths of a percent (99.95%) for BSLD-POP to BSLD-POP circuit availability; and/or below ninety-nine and five tenths of a percent (99.50%) for End to End circuit availability, the Customer shall be eligible to receive a credit for such month in accordance with the following schedules. This credit shall be applied to the Customer's Private Line circuit monthly recurring charge for such circuit (which includes a fixed and a per mile monthly recurring charge and excludes Dedicated Access local channel charges) for such month (following application of any discounts or credits that the Customer is eligible to receive). The credits described in this paragraph, if applicable, shall be the Customer's sole and exclusive remedy for any and all service interruptions affecting the Customer's Private Line circuits provided by the Company.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)**8.2 Service Assurance Guarantee, (Cont'd.)****8.2.3 Application of Service Assurance Guarantee, (cont'd.)****(C) Private Line Credit Schedules**

Credit Schedule for BSLD-POP-to-BSLD-POP Service		
Circuit Availability		Amount of Credit¹
Upper Level	Lower Level	
100.00%	99.95%	0%
99.94%	99.75%	5%
99.74%	99.51%	10%
99.50%	98.51%	20%
98.50%	97.51%	30%
97.50%	97.01%	40%
97.00%	0.00%	50%

¹ Credit as a % of the Eligible Circuit Charges described in this tariff for the Affected Circuit.

Credit Schedule for End-to-End Service		
Circuit Availability		Amount of Credit²
Upper Level	Lower Level	
100.00%	99.50%	0%
99.49%	99.01%	5%
99.00%	98.51%	10%
98.50%	98.01%	20%
98.00%	97.01%	30%
97.00%	96.01%	40%
96.00%	0.00%	50%

² Credit as a % of the Eligible Circuit Charges described in this tariff for the Affected Circuit.

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8.2 Service Assurance Guarantee, (Cont'd.)

8.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (D) To be eligible for credits described in this Section under this guarantee, the Customer must submit to the Company written documentation describing in reasonable detail the specific Private Line circuits affected by a service interruption, the location of the affected circuit, and specifically request the credits (Circuit Availability metric for BSLD-POP to BSLD-POP or End-to- End), for which the Customer believes are applicable under the service guarantee. The written notice must be sent to the Company within thirty (30) days of the conclusion of the service calendar month in which the requisite unavailability or service degradation occurs. In the event the Customer fails to comply with the written notice requirement within the thirty (30) day period described in the preceding sentence, the Customer shall, with respect to that remedy, have permanently waived the right to such remedy.
- (E) The remedies included in this Section are the Customer's sole and exclusive remedies and shall apply in lieu of any and all other service interruption guarantee or credit(s) or outage guarantee or credit(s) or performance credits for which the Customer may have otherwise been eligible.
- (F) This guarantee shall apply only to BSLD Private Line services as defined in this Section (i.e., DS-1 and above speeds). DS-0 and Fractional DS-1 BSLD Private Line services are covered under Section 2.14 (Interruption of Service) of this tariff.
- (G) A second credit cannot be requested for the same month and for the same circuit for End-to-End Circuit Availability if a Private Line service credit has been issued to Customer for BSLD-POP to BSLD-POP Circuit Availability.
- (H) A second credit cannot be requested for the same month and for the same circuit for BSLD-POP to BSLD-POP Circuit Availability if a Private Line service credit has been issued to the Customer for End-to-End Circuit Availability.
- (I) Credits for the performance objective included in this document for the Service for any Calendar Month must exceed \$25.00 to be processed.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

8.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (J) This guarantee shall not apply and a period of Circuit Non-Availability shall not be deemed to have occurred in the event that the Company's Private Line service is unavailable due to any of the following:
- (1) Interruptions or times of service degradation on Private Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that the Company and the Customer have tested and mutually agree is working as ordered following provisioning of a new order or change order and for which the Company has commenced billing the Customer.
 - (2) Interruptions or times of service degradation caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service.
 - (3) Interruptions or times of service degradation due to failure of power at the Customer premises or failure or poor performance of Customer premises equipment.
 - (4) Interruptions or times of service degradation during any period in which the Company or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate, provided such access is reasonably necessary to prevent a degradation or to restore service.
 - (5) Interruptions or times of service degradation during any period when the Company has posted on the Company's Web site or communicated to the Customer in any other manner that the Customer's service will be unavailable for maintenance or rearrangement purposes, or the Customer has released the service to the Company for the installation of a Customer service order.
 - (6) An interruption or time of service degradation during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

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8.2 Service Assurance Guarantee, (Cont'd.)

8.2.3 Application of Service Assurance Guarantee, (cont'd.)

(J) (continued)

- (7) Interruptions beyond the Company's reasonable control (Force Majeure Event) including but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, acts of terrorism, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company.
- (8) Interruptions or times of service degradation resulting from the Customer's use of services in an unauthorized or unlawful manner.
- (9) Interruptions or times of service degradation resulting from a disconnect for non-payment or an interruption of service resulting from incorrect orders from the Customer.
- (10) Interruptions resulting from a disconnect for the Customer's breach of a term set forth in this tariff and/or contract pursuant to which the Company is providing the service to Customer.
- (11) Interruptions or times of service degradation resulting from incorrect, incomplete or inaccurate orders from the Customer (including without limitation the Customer's over subscription of circuits).
- (12) Interruptions or times of service degradation due to improper or inaccurate network specifications provided by the Customer.
- (13) Interruptions or times of service degradation resulting from a failure of a carrier providing the Local Access circuit or Tail Circuits.
- (14) Special configurations of the standard Service that have been mutually agreed to by the Company and the Customer; provided, however, the Company may provide a separate service level agreement to the Customer for those special configurations.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

8.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (K)** Subject to the terms, exclusions and restrictions described herein, if, during three consecutive Calendar Months or any six Calendar Months in any twelve-month period, the aggregate amount of credits received by the Customer in accordance with this section for a particular Affected Circuit exceeds fifty percent (50%) of the Customer's total monthly recurring charges for that Affected Circuit, the Customer may, upon thirty (30) days' prior written notice to the Company, terminate the Affected Circuit, without incurring any early termination charges otherwise due in accordance with this tariff or the Customer contract for that Affected Circuit except for usage charges accrued to the date of termination.
- (L)** Subject to the terms, exclusions and restrictions described herein, if, during any twelve-month period, the aggregate amount of credits received by the Customer in accordance with this section for all Affected Circuits exceeds fifty percent (50%) of the Customer's total monthly recurring charges, after application of any discounts or credits, for all of the Customer's Private Lines during that twelve-month period, the Customer may, upon thirty (30) days' prior written notice to the Company, terminate all BSLD Private Lines provided to the Customer by the Company on the BSLD Domestic InterLATA Network, without incurring any early termination charges associated with the Services, except for charges accrued to the date of termination. The Customer's right to terminate the Services in accordance with the foregoing shall not, however, apply during any twelve-month period in which the Customer had less than ten (10) BSLD Private Lines in use during that entire period.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.2 Service Assurance Guarantee, (Cont'd.)

8.2.3 Application of Service Assurance Guarantee, (cont'd.)

- (M) Any termination right available to the Customer under this Section must be exercised within fifteen (15) days after the Customer first becomes eligible to exercise the applicable termination right. In the event the Customer fails to comply with the condition set forth in the immediately preceding sentence, the Customer shall, with respect to the applicable termination right, have waived its right to such termination right.
- (N) In the event the Customer is unable to meet any minimum monthly commitment for all services being provided by the Company to the Customer under a contract applicable to the contracted services as a direct result of the termination of the Services pursuant to this Section, the Customer and the Company shall negotiate in good faith to reach an alternative minimum monthly commitment which shall be in consideration of eligible revenue to the Company for which the Customer no longer receives credit in determining whether the minimum monthly commitment is satisfied.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.3 Terms and Conditions of Service

Private Line service is available under the Integrated Service Package Offerings in Section 10 of this tariff. Terms and conditions of the provision of Private Line service as part of an Integrated Service Package, including, without limitation, discounts, usage minimums, and term commitments are set forth in this tariff.

The Rates and Charges described in this Section of the tariff are based on the commitment of the Customer to utilize the service for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary, the Customer will be billed by and required to pay to the Company all rates, fees and charges which accrue for each Private Line circuit and for all associated Dedicated Access facilities during the entire Circuit Minimum Service Term (as defined below) applicable to each such Private Line circuit.

The Circuit Minimum Service Term shall be a minimum in-service period beginning on the day the Company notifies the Customer that the facility or circuit is available for use and the Customer accepts delivery of such facility or circuit. A facility or circuit is considered accepted by the Customer if (i) the Customer fails to give written notice that the facility or circuit is in material non-compliance with the applicable standard network specifications within five (5) business days after notification to the Customer by the Company that the facility or circuit is available; or (ii) the Customer places live traffic over the facility or circuit after notification by the Company that facility or circuit is available.

Billing shall commence once a facility or circuit is considered "available and accepted" as described above, regardless of whether or not the Customer utilizes all or any part of such facility or circuit.

For Fractional DS-1 and DS-1 BellSouth® Long Distance Private Line service the Circuit Minimum Service Term is six (6) continuous months. For DS-3 Long Distance Private Line service, the Circuit Minimum Service Term is twelve (12) continuous months. For OC-n Long Distance Private Line service the Circuit Minimum Service Term is determined on an Individual Case Basis (ICB).

The Company will bill and collect from the Customer all waived nonrecurring charges associated with a Private Line service promotion on a Private Line circuit or facility that has not met the Circuit Minimum Service Term upon termination of the Customer's agreement or upon disconnect of such Private Line circuit or facility.

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.4 Rates and Charges

BellSouth® Long Distance Private Line service is available under the Integrated Service Packages offerings in Section 10 of this tariff. Terms and Conditions for the provision of Private Line service as part of an Integrated Service Package, including without limitation, discounts, usage minimums, and term commitments, are set forth in Section 10 of this tariff.

The rates and charges described in this Section are the base rates and charges prior to any volume and term discounts given to the Customer. Customers who subscribe to Integrated Service Packages in this tariff may obtain discounts from these base rates and charges.

Additionally, rates set forth herein do not include Dedicated Access channels and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the Local Exchange Carrier (LEC), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, Dedicated Access channels and access related charges are additional charges. Rates and charges for Dedicated Access channels provided by the Company are found in Section 9 of this tariff.

OC-n rates and charges will be calculated on an Individual Case Basis (ICB).

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SECTION 8.0 - PRIVATE LINE SERVICE, (CONT'D.)

8.4 Rates and Charges, (Cont'd.)

The following rates and charges apply to Private Line service offered by the Company:

8.4.1 Private Line Channel Charges

Circuit Bandwidth	Fixed Monthly Charge	Base Rates	
		Interoffice Channel Mileage (Per Mile)	Nonrecurring Charge
56/64 Kbps (DS0/DDS/analog)	\$273.00	\$0.32	\$100.00
128 Kbps	\$444.00	\$0.37	\$150.00
192 Kbps	\$663.00	\$0.59	\$150.00
256 Kbps	\$863.00	\$0.77	\$150.00
320 Kbps	\$1,053.00	\$0.95	\$150.00
384 Kbps	\$1,232.00	\$1.12	\$150.00
448 Kbps	\$1,400.00	\$1.25	\$150.00
512 Kbps	\$1,546.00	\$1.40	\$150.00
576 Kbps	\$1,700.00	\$1.54	\$150.00
640 Kbps	\$1,835.00	\$1.66	\$150.00
704 Kbps	\$1,950.00	\$1.78	\$150.00
768 Kbps	\$2,060.00	\$1.87	\$150.00
832 Kbps	\$2,356.00	\$1.87	\$150.00
896 Kbps	\$2,356.00	\$1.87	\$150.00
960 Kbps	\$2,356.00	\$1.87	\$150.00
1024 Kbps	\$2,356.00	\$1.87	\$150.00
1088 Kbps	\$2,356.00	\$1.87	\$150.00
1152 Kbps	\$2,356.00	\$1.87	\$150.00
1216 Kbps	\$2,356.00	\$1.87	\$150.00
1280 Kbps	\$2,356.00	\$1.87	\$150.00
1344 Kbps	\$2,356.00	\$1.87	\$150.00
1408 Kbps	\$2,356.00	\$1.87	\$150.00
1472 Kbps	\$2,356.00	\$1.87	\$150.00
1.544 Mbps	\$405.00	\$3.10	\$500.00
44.736 Mbps	\$3,700.00	\$22.50	\$2,700.00
OC-3	ICB	ICB	ICB
OC-12	ICB	ICB	ICB
OC-48	ICB	ICB	ICB

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SECTION 9.0 - DEDICATED ACCESS SERVICE

9.1 Service Description

Dedicated Access service provides for the connection of a customer premises to the Company's point of presence (POP) or its designate. With Dedicated Access service, the Customer is connected directly to the Company's network or its designate without utilizing the services of the local switched network.

Dedicated Access service may be obtained directly from the Company at rates and charges contained in this Tariff. Dedicated Access services are available in various facility types for originating, terminating and two-way point-to-point service at transmission speeds shown in the following table:

Facility Type	Available Bandwidth	Equivalent VG Channels
DS-0 Analog	300-3000 Hz	1 Channel
DD-S	64 Kbps	1 Channel
DS-1	1.544 Mbps	24 Channels
DS-3	44.736 Mbps	672 Channels

BellSouth® Dedicated Access service at DS-3, OC-3, OC-12, OC-48 and OC-192 rates may also be available but will be provided on an individual case basis (ICB) pursuant to contract as described in Section 6 of this Tariff.

A Dedicated Access service as offered by the Company provides a transmission path between a Customer's designated premises or the central office of the Customer's serving LEC¹ to a Company Point of Presence (POP) or its designate. Dedicated Access service connections are provided as digital channels differentiated by bit rate.

¹ Centrex-type service switches, packet switches and digital cross-connect systems provided by the Customer's serving LEC are considered to be a customer premises for purposes of administering regulations and rates contained in this Tariff.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.1 Service Description, (Cont'd.)

Customers can order a basic channel and select, from a list of available transmission parameters and channel interfaces, those that they desire to meet specific communications requirements. For purposes of ordering channels, each is identified by type of service. However, such identification is not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use. Following is a brief description of each type of channel offered by the Company:

DS-0 Analog - a voice grade channel which provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may terminate as a two-wire or four-wire facility. Analog DS0 access service is provided between the Customer premises and the Company point of presence.

Digital Data Service Access - a channel for duplex four-wire transmission of synchronous serial data at the rate of 56.0 or 64.0 kbps. Transmission speeds of 56.0 and 64.0 kbps are referred to as high speed Digital Data Service (DDS) options. The actual bit rate is a function of the channel interface selected by the Customer.

DS-1 - a channel for the transmission of nominal 1.544 Mbps isochronous serial data. The actual bit rate is a function of the channel interface selected by the Customer.

DS-3 - a channel for the transmission of nominal 44.736 Mbps isochronous serial data. A DS-3 channel has capacity for 28 DS-1 channels.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.1 Service Description, (Cont'd.)

Service may be provided as two-point service only. A two-point channel or facility connects a Customer designated Premises on a directly connected basis to a Company point of presence (POP) or designate. Applicable rate elements are:

- (A) Access Channel
- (B) Optional Features and Functions (when applicable)
- (C) Central Office Connection
- (D) Access Coordination Fee

A Customer may request that the facilities used to provide BellSouth® Dedicated Access service be specially routed. Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) will be provided on an Individual Case Basis ("ICB") as set forth under Section 6, Contracts for Service, of this tariff.

Customers selecting the Company as their Primary Carrier may purchase BellSouth® Dedicated Access service for any of the locations (NPA/NXXs) outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. The Dedicated Access services offered in this Tariff are available only in conjunction with Complex Voice services and Private Line facilities offered by the Company.

The minimum service period for all Dedicated Access services is three (3) months unless specified elsewhere in this tariff. The minimum service period for ICB services is specified in the Individual Case Basis contract.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.2 Rate Elements

Generally, a BellSouth® Dedicated Access service facility consists of the following rate elements: Access Channel, Optional Features and Functions, Access Coordination Fee and Central Office Connection. Each of these elements is described below in more detail.

9.2.1 Access Channels

An Access Channel provides for the communications path between a customer premises and the Company Point of Presence (POP) or designate. Included as part of the Access Channel is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in 9.2.2 following. One Access Channel charge will apply per Customer-designated Premises at which the channel is terminated.

Rates and charges for Access Channels are specified by facility type in Section 9.5 of this tariff and Appendix A of the Company's Complex Business Services Interstate Pricing Guide

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.2 Rate Elements, (Cont'd.)

9.2.2 Optional Features and Functions

Optional Features and Functions provide for capabilities which may be added to a basic BellSouth® Dedicated Access service facility to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics, which may be obtained. These characteristics may be obtained by using various combinations of equipment.

Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

(A) DS-0 Analog Service

When service is used for voice applications, signaling is typically required. Additionally, when service is used for data transmission, the Access Channels may require special conditioning (e.g. C-type and/or D-type conditioning).

(1) Signaling

Signaling capability provides for the process by which one Customer Premises alerts another customer premises on the service with which it wishes to communicate.

(2) Conditioning

Conditioning provides more specific transmission characteristics for analog DS-0 access services. C-Type conditioning controls attenuation distortion and envelope delay distortion. D-Type conditioning provides transmission characteristics suitable for data communications. D-Type conditional also provides for the control of "Signal to C-Notch Noise Ratio" and intermodulation distortion.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.2 Rate Elements, (Cont'd.)

9.2.2 Optional Features and Functions, (cont'd.)

(B) DS-1 Service

(1) Clear Channel Capability

Clear Channel Capability (CCC) is an arrangement that alters a DS-1/1.544 Mbps signal with unconstrained information bits. This will allow a Customer to transport an all-zero octet over a DS-1/1.544 Mbps channel and will provide an available combined maximum 1.536 Mbps data rate.

CCC is provided on DS-1/1.544 Mbps channels between two Customer designated premises and is subject to the availability of facilities. This optional feature may be ordered at the same time the DS-1/1.544 Mbps channel is ordered, or it may be ordered as an additional feature of an existing channel.

9.2.3 Central Office Connection (COC)

A Central Office Connection consists of monthly and non-recurring charges to telecommunications users for the access connection between the local central office and Company facilities. The charges are on a per channel and speed of circuit basis.

9.2.4 Access Coordination Fee (ACF)

An Access Coordination Fee consists of monthly and non-recurring charges to a telecommunications Customer to compensate for internal labor costs of ordering, provisioning, installing and maintaining end-to-end service by the Company. The charges are on a per access channel and speed of circuit basis.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.3 Payment Plans

BellSouth® Dedicated Access service is available on a month-to-month basis with a minimum three-month service period unless otherwise specified in this Tariff. Term discounts, if available, may be provided by the Company through plans as contained in Section 9.5 of this Tariff, promotional offerings or on a contractual basis according to Sections 5 and 6 of this Tariff, respectively.

If a month-to-month Customer disconnects Dedicated Access service prior to the end of the three-month minimum service period, the Customer shall be charged the applicable monthly recurring charge for the full and partial month(s) remaining in that period.

9.4 Special Access Surcharge

A Special Access Surcharge applies when Dedicated Access services are connected to a PBX or equivalent device which is capable of interconnecting the Dedicated Access service with local exchange service.

The Company will automatically bill the surcharge on each Dedicated Access service installed irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex type service switch unless written certification is received from the Customer certifying exemption status as set forth in 9.4.1.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.4 Special Access Surcharge, (Cont'd.)

9.4.1 Special Access Surcharge Exemptions

A Dedicated Access channel will be exempted from the surcharge if the Customer provides the Company written certification that the Dedicated Access channel termination is one of the following:

- (1) an open-end termination in a Company switch of an FX line, including CCSA and CCSA-equivalent ONALS; or
- (2) an analog Access Channel that is used for radio or television program transmission; or
- (3) a termination used for TELEX service; or
- (4) a termination that by the nature of its operating characteristics could not make use of Company common lines; or
- (5) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges such as, where the Dedicated Access channels access LEC Feature Group A facilities and no local exchange lines, or Dedicated Access service between Customer points of termination or Dedicated Access service connecting CCSA or CCSA-type equipment (inter-machine trunks); or
- (6) a termination that the Customer certifies to the Company is not connected to a PBX or other device capable of interconnecting the Dedicated Access facility to a local exchange subscriber line.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.4 Special Access Surcharge, (Cont'd.)

9.4.2 Exemption Certification

BellSouth® Dedicated Access services which are terminated as set forth in 9.4.1 preceding will be exempted from the Special Access Surcharge if the Customer provides the Company with a written notification certifying exemption. Such notification shall be provided by the Customer (1) at the time the Dedicated Access service is ordered or installed; (2) at such time as the Dedicated Access service is reterminated to a device not capable of interconnecting to the local exchange network, or (3) at such time as the Dedicated Access service becomes associated with a LEC-provided Feature Group A service that is subject to Carrier Common Line charges.

If written certification is not received at the time the Dedicated Access service is obtained, the surcharge will be applied. Exempt status will become effective on the certification date indicated by the Customer.

The exemption certification is to be provided by the Customer ordering the service. The certification must be signed by the Customer or authorized representative and include the category of exemption, as set forth in 9.4.1 preceding, for each termination, and the date which the exemption is effective.

The Customer shall also notify the Company when an exempted Dedicated Access service is changed or reterminated such that the exemption is no longer applicable.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.4 Special Access Surcharge, (Cont'd.)

9.4.3 Crediting the Surcharge

The Company will cease billing the Special Access Surcharge when certification that the BellSouth® Dedicated Access channel has become exempt from the surcharge, as set forth in 9.4.1 preceding is received. If the status of the Dedicated Access service was changed prior to receipt for the exemption certification, the Company will credit the Customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the Customer in the letter of certification.

9.4.4 Surcharge Rates

The monthly Special Access Surcharge applies to Dedicated Access services on a per voice equivalent basis as shown in the following example.

Voice Grade	1 x \$25.00	= \$ 25.00
DS-1	24 x \$25.00	= \$600.00

In the case of multipoint Dedicated Access service, one Special Access Surcharge will apply for each termination at a Customer designated premises except that no surcharge applies at the Customer designated premises at which the Access service is connected to interstate service.

The Company will bill the surcharge to the Customer who orders the Dedicated Access service unless the Service is exempt as set forth in 9.4.1 preceding.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges

Nonrecurring charges apply to each Access Channel on each BellSouth® Dedicated Access service installed. Nonrecurring charges also apply to the installation of Optional Features and Functions available with Dedicated Access service.

9.5.1 Access Channels

Non-Recurring and monthly recurring charges for Access channels are listed by NPA/NXX in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. For NPA/NXXs not listed in that Appendix A, Access Channels may be provided and billed by the Company at its option at rates found in the relevant LEC access tariff or on an Individual Case Basis.

9.5.2 Optional Features and Functions

Feature	Non-Recurring Charge	Monthly Charge
DS-0 Signaling:		
Per Access Channel	\$10.00	\$25.00
DS-0 Conditioning:		
Per Access Channel C-Type	\$75.00	\$100.00
D-Type	\$5.00	\$10.00
DS-1 Clear Channel Capability:		
Per Access Channel	\$0.00	\$0.00

9.5.3 Central Office Connection

Circuit	Non-Recurring Charge	Monthly Charge
DS-0 Analog	\$ 185.50	\$ 75.00
DDS	\$ 185.50	\$ 75.00
DS-1	\$ 327.50	\$ 250.00
DS-3	\$1,637.50	\$1,500.00

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.4 Access Coordination Fee

Circuit	Non-Recurring Charge	Monthly Charge
DS-0 Analog	\$ 167.10	\$ 35.00
DDS	\$ 167.10	\$ 35.00
DS-1	\$ 207.10	\$ 95.00
DS-3	\$2,295.00	\$125.00

9.5.5 Change and Disconnect Charges

The following nonrecurring charges apply to changes in BellSouth® Dedicated Access service channel speeds and to temporary disconnects for customer reasons. For changes in Dedicated Access channel speeds, the nonrecurring charge associated with the new Dedicated Access channel speed shall apply.

	Nonrecurring Charge
Per DS-0, DS-1 or Fractional DS-1 Dedicated Access Channel	\$290.00
Per DS-3 Dedicated Access Channel	\$990.00

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.6 Move Charges

The following nonrecurring charges apply when the Customer requests a location change in the point of interconnection with the Company's Dedicated Access service.

(A) Move Charge for Moves Within Same Building:

	Nonrecurring Charge
Per DS-0 Analog or DDS Dedicated Access Channel	\$290.00
Per DS-1 or Fractional DS-1 Dedicated Access Channel	\$600.00
Per DS-3 Dedicated Access Channel	\$990.00

(B) Move Charge for Moves to a Different Building:

	Nonrecurring Charge
Per DS-0 Analog or DDS Dedicated Access Channel	\$ 925.00
Per DS-1 or Fractional DS-1 Dedicated Access Channel	\$1,734.60
Per DS-3 Dedicated Access Channel	\$1,980.00

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.7 Access Discount Plan (ADP)

Dedicated Access service Customers will receive the applicable discount from the table below based on the Access Discount Plan Term that the Customer selects per circuit. The discount applies only to the DS-3, DS-1, DS-0 and DDS local channel monthly rates in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

Access Discount Plan Term	% Discount
One-Year	5%
Two-Year	10%
Three-Year	12%
Four-Year	12%
Five-Year	12%

If an ADP is terminated by the Customer prior to the end of the ADP Term, the Customer will be assessed an early termination charge equivalent to 75% of the pre-discounted local channel monthly charges multiplied by the number of months remaining in the Customer's ADP Term.

If the Customer extends an ADP Term on any circuit prior to the expiration of that ADP's term, the Company will waive early termination charges provided that the new ADP Term is equal to or greater than the original ADP Term.

Upon ADP expiration, the Customer may elect to enroll in a currently available ADP Term. The applicable % discounts will be applied to the then current monthly rates contained in this Section and Appendix A of the Company's Complex Business Services Interstate Pricing Guide. The Customer will be charged at the current discounted rate for the newly selected ADP commencing the day following completion of the prior payment period.

Customers may continue to receive service upon expiration of their current ADP without enrollment in a new plan. However, service will be continued at the then current monthly rates without any discounts. Additionally, any other promotional monthly waivers associated with the expired ADP will be discontinued. Customers have no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.8 Flat Rate Dedicated Access Plan

This plan is available to Customers under the following terms and conditions:

- (A) This plan is only available to Customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 7 of this Tariff; or BellSouth® Long Distance Private Line service in Section 8 of this Tariff.
- (B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of two years (24 months). Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of two years (24 months) and \$1,000 minimum monthly commitment and an enrollment form contract specific to this plan.
- (C) A termination penalty equal to the applicable monthly charge specified in paragraph (D) below times the number of months remaining in the minimum 24-month period specified in paragraph (B) above will apply for those circuits disconnected prior to the expiration of the minimum two-year contract period. The Customer will pay the Company such termination penalty upon disconnection of any such circuits.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.8 Flat Rate Dedicated Access Plan, (cont'd.)

- (D) Circuits installed under this plan will be priced as indicated below and will be in lieu of the prices shown in Appendix A of the Company's Complex Business Services Interstate Pricing Guide. These prices will remain in effect during the entire contract term selected by the Customer.

For DS-0 Loop Prices in between:*

\$1 - \$300
\$301 +

**Flat Rate Dedicated Access Plan
Price Is**
\$125
\$200

For DS-1 Loop Prices in between:*

\$1 - \$400
\$401 - \$800
\$801 - \$1,200
\$1,201 +

**Flat Rate Dedicated Access Plan
Price Is**
\$200
\$300
\$400
See Note*.

For DS-3 Loop Prices in between:*

\$1 - \$4,000
\$4,001 - \$6,000
\$6,001 - \$9,000
\$9,001 +

**Flat Rate Dedicated Access Plan
Price Is**
\$2,500
\$3,500
\$4,500
See Note*.

For Customers selecting a combination of the Access Discount Plan (ADP) in Section 9.5.7 and this Flat Rate Dedicated Access Plan, the price ranges associated with this plan will be determined after the appropriate ADP discount is applied to the base prices as outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

* Same prices as outlined in Appendix A of the Company's Complex Business Services Interstate Pricing Guide.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.8 Flat Rate Dedicated Access Plan, (cont'd.)

- (E) This plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (F) This plan is coterminous with the Customer's BellSouth® Business Class of Family of Services agreement. New Dedicated Access channels added under the term of the BellSouth® Business Class Family of Services agreement are eligible to receive the appropriate pricing under this plan.
- (G) Customers must enroll under this plan no later than September 30, 2002. Plan prices will apply to eligible circuits ordered under the applicable agreements and enrollment forms provided that at least one such eligible circuit is installed and activated prior to November 29, 2002.

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SECTION 9.0 - DEDICATED ACCESS SERVICE, (CONT'D.)

9.5 Rates and Charges, (Cont'd.)

9.5.9 ACF and COC Monthly Charge Discount Plan

This plan is available to Customers under the following terms and conditions:

- (A) This plan is only available to customers ordering new Dedicated Access service for BellSouth® Long Distance Dial Direct service and BellSouth® Long Distance Toll Free service in Section 7 of this Tariff; or BellSouth® Long Distance Private Line services in Section 8 of this Tariff.
- (B) The Customer must sign a Dedicated Access service enrollment form contract with a minimum term of one year. Additionally, the Customer must sign a BellSouth® Business Class Family of Services agreement for a minimum of one year and an enrollment form contract specific to this plan.
- (C) The plan cannot be combined with any Customized Pricing Arrangement (CPA), unless otherwise stated in the CPA.
- (D) The Company will waive 75% of the monthly charges for the applicable Access Coordination Fees and 100% of the monthly charges for the applicable Central Office Coordination Fees for circuits installed under this plan. These prices will remain in effect during the entire contract term selected by the Customer.
- (E) Each dedicated access circuit priced under this plan must remain installed and utilized by the Customer for a least 12 consecutive months. The Customer must pay a termination penalty equal to all waived monthly charges for any circuit disconnected prior to the end of this 12 month period. The termination penalty will be calculated from the time of the initial bill for such circuit to the time the circuit is disconnected.
- (F) In order to receive the prices indicated in paragraph (D) above, Customers must enroll under this plan no later than September 30, 2002, and the services must be installed and activated by November 29, 2002.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES

10.1 General

Integrated Service Packages are a suite of business communication services for Customers who meet certain criteria as specified in the particular package offered by the Company. Services available under Integrated Business Packages may include any combination of the following services: Company provided Complex voice services; BellSouth® Long Distance Private Line service; and BellSouth® Dedicated Access service. An Integrated Service Package may offer integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities. Discounting may be based on the contract term selected by the Customer and/or the Customer's target revenue commitment. The Company provided Integrated Service Packages are as defined below.

10.2 BellSouth® Business Class Family of Services

10.2.1 Description

The BellSouth® Business Class Family of Services is a suite of business communication services for Customers who agree to a "minimum monthly revenue commitment" (MMC) for services purchased from the Company and who agree to a "contract term" (Term) of one (1) to five (5) years. Customers may also select a month-to-month option with no MMC or Term obligations. Services available under the BellSouth® Business Class Family of Services include BellSouth® Dial Direct service and BellSouth® Toll-Free service, BellSouth® Long Distance Private Line service, and BellSouth® Dedicated Access service. The BellSouth® Business Class Family of Services offers integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities. Discounting is based on the contract term selected by the Customer and the Customer's target revenue commitment.

The term of a BellSouth® Business Class Family of Services agreement shall begin, and the applicable discounts or credits will accrue, from the first day of the next billing month if the agreement is accepted by both parties and returned to the Company at least twenty (20) days prior to the first day of the next billing month. Otherwise, the term will commence on the first day of the second billing month following acceptance of the agreement by both parties. After the initial term, a Customer's BellSouth® Business Class Family of Services agreement shall automatically convert to a month-to-month agreement at the then current monthly base rates for the particular services as indicated in the appropriate sections of this tariff. However, no automatic conversion will take place if the agreement is terminated by the Customer or the Company pursuant to written notice provided thirty (30) days prior to the expiration of the initial term.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.1 Description

The Company shall impose no termination penalties to Customers who, prior to the expiration of the existing contract, commit to an MMC and/or Term equal to or greater than their existing MMC and to a term that extends to or beyond the expiration date of their existing agreement.

The BellSouth® Business Class Family of Services offers contract terms of 1, 2, 3, 4 or 5 years. After selecting a contract term, the Customer selects an MMC that must be met during each Monthly Period (as hereinafter defined) of the term. Customers may select one of the fourteen MMCs set forth in the following table or a month-to-month agreement with no MMC:

Tier No.	Minimum Monthly Revenue Commitment
1	\$100
2	\$250
3	\$500
4	\$1,000
5	\$2,000
6	\$3,000
7	\$4,000
8	\$5,000
9	\$7,000
10	\$10,000
11	\$15,000
12	\$20,000
13	\$25,000
14	\$35,000

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.1 Description, (cont'd.)

Monthly Revenue used to determine an MMC shall be the aggregate amount charged by the Company to the Customer for the Contributory Services listed in this tariff. Monthly Revenue is calculated prior to the application of any discounts except for BellSouth® Long Distance Private Line service and BellSouth® Dedicated Access service which are aggregated net discounts.

(A) The following charges will be excluded from the calculation of Monthly Revenue:

- (1) any Dedicated Access service charges imposed by third parties;
- (2) any monthly charges not listed in the immediately preceding paragraph;
- (3) non-recurring charges;
- (4) taxes;
- (5) surcharges (Directory Assistance, Operator Services and Payphone charges are not surcharges);
- (6) service charges for Operator Services;
- (7) payphone charges.

When the Customer's total Monthly Revenue for BellSouth® Business Class Family of Services falls below the MMC during any Monthly Period of the term, the Customer shall be billed for and must pay the MMC at the end of that month.

The Company will allow a three-month ramp-up period during which the Customer's Monthly Revenue will not be subject to the MMC. Discounts will apply during this three-month period if the Customer does meet the MMC.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.1 Description, (cont'd.)

When a Customer signs a BellSouth® Business Class Family of Services agreement and cannot satisfy the MMC due to an installation delay, if such delay was beyond either the Company's or the Customer's sole control or a force majeure event beyond the Customer's control, including but not limited to acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riots, wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies; then the Company will waive that portion of the Customer's MMC that directly results from such a force majeure event, subject to the following limitations.

To request an MMC waiver under the above provision, the Customer must notify the Company in writing within 30 days of the conclusion of each event for which an MMC waiver may be requested; and provide the Company with a written MMC waiver request within 45 days of each affected month.

The Customer must not be in material breach of the BellSouth® Business Class Family of Services agreement and must have satisfied all of the conditions in such agreement to receive an MMC waiver adjustment. The Company will waive the Customer's MMC for the affected period only. The Customer's MMC will not be waived for any other purpose or period. Any adjustment in excess of 10% of the Customer's MMC may depend on the Customer's agreement to extend the term for a period equal to the number of months in the term affected by the force majeure event, or installation delay, if the delay was beyond either the Company's or Customer's sole control.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.1 Description, (cont'd.)

If a Customer terminates a BellSouth® Business Class Family of Services agreement prior to completion of the Term, the Customer shall be responsible for early termination charges calculated by taking the sum of:

- (1) an amount equivalent to the greater of the MMC or actual Monthly Revenue, from Contributory Services listed in Section 10.2.2, generated during the monthly period in which the Customer terminates the agreement; plus
- (2) fifty percent (50%) of the Monthly Revenue Minimum, multiplied by the number of remaining monthly periods (not including the current monthly period), if any, remaining in the then-effective contract term; plus
- (3) any applicable third party early termination or related charges or penalties incurred by the Company as a result of early termination by the Customer.

All terms and conditions stated in Section 6 (Contracts For Service) of this tariff will apply to BellSouth Business Class Family of Services agreements between the Customer and the Company.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.2 Discount Application

Base rate monthly charges are those charges shown in the appropriate section of this tariff for a given service (e.g., Complex Voice services, Private Line service, etc.).

(A) Contributory Services are those services whose usage charges and/or monthly charges contribute towards meeting the Customer's MMC. These services are as follows:

- (1) usage for Interstate BellSouth® Dial Direct service and BellSouth® Toll-Free service;
- (2) usage for Intrastate BellSouth® Dial Direct service and BellSouth® Toll-Free service;
- (3) usage for International BellSouth® Dial Direct service and BellSouth® Toll-Free service;
- (4) Directory Assistance charges;
- (5) BellSouth® Long Distance Private Line service monthly charges;
- (6) Operator Services charges;
- (7) interstate BellSouth® Long Distance Frame Relay service Port, Permanent Virtual Circuit and NNI Gateway monthly charges;
- (8) BellSouth® BSE, Inc. Frame Relay service Port, Permanent Virtual Circuit (PVC), Packet Service Line, Packet Service Line Extension, and Internetwork Serving Area Link monthly charges;
- (9) BellSouth® Dedicated Access service monthly charges for access channels, ACF and COC;
- (10) interstate BellSouth® Long Distance Asynchronous Transfer Mode (ATM) Port, and PVC monthly charges;
- (11) calling card usage and associated charges (once they become available).

(B) Nonrecurring charges, taxes and surcharges are not Contributory Services. Additionally, charges associated with services found in Section 4 of this tariff are not Contributory Services.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.2 Discount Application, (cont'd.)

- (C) During each month of the term, the Customer shall receive the discount associated with the Customer's contract Term and the Customer's selected MMC.
- (D) Recipient Services are those services eligible to receive discounts to be applied to the service element's monthly base charges. These services are as follows:
 - (1) usage for Intrastate BellSouth® Dial Direct service and BellSouth® Toll-Free service contained in Section 7 of this tariff;
 - (2) intrastate BellSouth® Long Distance Private Line service monthly charges.
- (E) Charges for BellSouth® Dedicated Access service local circuits, taxes, and surcharges are not recipient services. Additionally, charges for services found in Section 4 of this tariff are not recipient services.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.2 Discount Application, (cont'd.)

Under BellSouth® Business Class Family of Services, the Customer commits to an MMC that must be attained during each Monthly Period of the contract Term (1, 2, 3, 4 or 5 years).

The MMC provides the Customer with the discount level to be applied each month regardless of the Customer's actual Monthly Revenue for that particular month, provided the Customer meets the MMC. If the Customer's actual Monthly Revenue in such month exceeds the MMC, the Customer receives the applicable discount from the Volume and Term Discount Table(s) that corresponds to the Customer's MMC. As stated in Section 10.2.1, when the Customer's total Monthly Revenue falls below the MMC during any Monthly Period of the term, the Customer shall pay the MMC at the end of that month and receive the contracted Volume and Term discount for such MMC. There are no MMCs and no discounts for Customers selecting a month-to-month agreement.

Volume and Term discounts will be applied to each Recipient Service according to the appropriate Volume and Term Discount Tables applicable to the particular Recipient Service and the Customer's MMC.

Volume and Term discounts depend on the Customer's selected contract term (1, 2, 3, 4 or 5 years) and the Customer's MMC. Volume and Term discounts do not apply to Customers selecting a month-to-month contract.

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.3 Volume and Term Discount Tables

(A) Intrastate Dial Direct and Toll-Free Services: All Access Types

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	6%	10%	10%	10%
\$250	3%	6%	10%	10%	10%
\$500	3%	6%	10%	10%	10%
\$1,000	3%	6%	10%	10%	10%
\$2,000	3%	6%	10%	10%	10%
\$3,000	3%	6%	10%	10%	10%
\$4,000	3%	6%	10%	10%	10%
\$5,000	3%	6%	10%	10%	10%
\$7,000	3%	6%	10%	10%	10%
\$10,000	3%	6%	10%	10%	10%
\$15,000	3%	6%	10%	10%	10%
\$20,000	3%	6%	10%	10%	10%
\$25,000	3%	6%	10%	10%	10%
\$35,000	3%	6%	10%	10%	10%

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SECTION 10.0 – INTEGRATED SERVICE PACKAGES, (CONT'D.)

10.2 BellSouth® Business Class Family of Services, (Cont'd.)

10.2.3 Volume and Term Discount Tables, (cont'd.)

(B) Intrastate Private Line Service: All Bandwidths

Minimum Monthly Revenue Commitment	Contract Term				
	1-Year	2-Year	3-Year	4-Year	5-Year
	Discount Percentage (%)				
\$100	3%	5%	6%	6%	6%
\$250	3%	5%	6%	6%	6%
\$500	3%	5%	6%	6%	6%
\$1,000	7%	10%	11%	11%	11%
\$2,000	7%	10%	11%	11%	11%
\$3,000	7%	10%	11%	11%	11%
\$4,000	9%	11%	12%	12%	12%
\$5,000	9%	11%	12%	12%	12%
\$7,000	10%	11%	12%	12%	12%
\$10,000	11%	12%	13%	13%	13%
\$15,000	13%	14%	15%	15%	15%
\$20,000	14%	15%	16%	16%	16%
\$25,000	15%	16%	17%	17%	17%
\$35,000	16%	17%	18%	18%	18%

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SECTION 11.0 - SUPPLEMENTAL CHARGES

11.1 Service Expedites

11.1.1 General

The Company will accept orders requiring expedited installation intervals for review in the attempt to satisfy a Customer's request. A service order (non-recurring) Expedite Charge will be applied to each accelerated installation approved by the Company and accepted by the Customer.

The Expedite Charge will be determined based upon the actual date of service delivery in relation to the standard provisioning interval. Due to resource allocation costs and charges incurred during the accelerated provisioning process, a minimum Expedite Charge may be assessed for service deliveries that occur outside the target interval. While the Company will make every effort to provide the requested accelerated service installation, the Company makes no guarantees that the request will be approved, or that any approved expedited installation intervals will be met.

The Expedite Charge consists of two elements: (i) a flat amount which is applied when an expedite request is processed and (ii) an amount based on the number of days that the service is delivered to the Customer prior to the Standard Service Interval (SSI). The first element of the Expedite Charge always applies for processing the Customer's request, regardless of whether or not there is an improvement over the SSI.

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SECTION 11.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

11.1 Service Expedites, (Cont'd.)

11.1.2 Service Intervals

All SSI intervals are given after receipt of order (ARO) by the Company. Receipt of order is defined as the point in time at which a "clean" (complete) sales order package is transferred from the Company's Sales Order Verification Group to Order Entry for processing. The Sales Order Verification Team will notify the Customer's Account Team regarding incomplete orders, at which time, the Account Team may provide the required information or the package may be returned for additional documentation.

On-Net Facility SSI 30 days ARO for DS-0 Analog, DDS and DS-1 circuits.

Off-Net Facility SSI: 45 days ARO for DS-0 Analog, DDS and DS-1 circuits.

There are no SSIs for DS-3 or OC-n circuits. Intervals for DS-3 and OC-n circuits will be determined on an individual case basis.

For purposes of this Section, On-Net Facilities are defined as the physical media, including switches, circuits and/or ports that are provided (whether leased or owned) by the Company or an affiliate of the Company. On-Net Facilities do not include Local Access circuits or Tail Circuits provided by another carrier or local access provider. Off-Net facilities are those Local Access circuits or Tail Circuits provided by another carrier or local access provider.

BELLSOUTH LONG DISTANCE, INC.
Director, Business Implementation and Compliance
400 Perimeter Center Terrace, Suite 400
Atlanta, GA 30346

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SECTION 11.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

11.1 Service Expedites, (Cont'd.)

11.1.3 Rates

The expedite charges indicated below will be applied for each DS-1 and below bandwidth Dedicated Access service channel in a Private Line service order. The total charges for these expedites (DS-1 and below bandwidth) will not exceed \$1,250.00.

	Nonrecurring Charge
Per Request	\$250.00
Per day improvement over SSI	\$200.00

Expedite charges for DS-3 and above Dedicated Access service channels will be handled on an Individual Case Basis.

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SECTION 11.0 - SUPPLEMENTAL CHARGES, (CONT'D.)

11.2 Service Cancellations

If the Customer, either on behalf of itself or an Authorized User or End User, orders a BellSouth® Dedicated Access service channel or BellSouth® Long Distance Private Line service from the Company and later cancels the order before service begins, a charge shall be made to the Customer for such cancellation.

These cancellation charges vary based upon the facility bandwidth ordered and/or whether an Access Service Request (ASR) has been issued by the Company. A Pre-ASR Charge will be applied when the Customer requests a service cancellation prior to the Company issuing the ASR. A Post-ASR Charge applies when the Company receives the cancellation request after issuance of the ASR for the particular facility.

The cancellation charges indicated below will be applied for each Dedicated Access service channel and/or each circuit in a Private Line service order.

11.2.1 Rates

	Nonrecurring Charge
Pre-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$200.00
Per DS-1 Type Channels or Circuits	\$350.00
Per DS-3 Type Channels or Circuits	\$1,260.00
Post-ASR Cancellation Charges:	
Per DS-0 and DDS Type Channels or Circuits	\$500.00
Per DS-1 Type Channels or Circuits	\$950.00
Per DS-3 Type Channels or Circuits	\$2,450.00

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SECTION 100 - OBSOLETE SERVICE OFFERINGS

100.1 General

Obsolete services are those services no longer offered to new Customers following the date specified for each service in this section of the tariff. For existing Customers, the effect of obsoleting a service will depend on the form or type of obsolescence stated for each obsolete service offering. Obsolete services as listed in this section of the tariff are classified as obsolete according to the following types.

Type 1 Customers may continue to use the obsolete service arrangement and may add to, change, move or transfer the service as required.

Type 2 Customers may continue to use the obsoleted service arrangement and may make changes to the arrangement as long as service continues to be provided at the same Customer Premises. However, no additions to the arrangement or transfers/moves of service to new locations are permitted.

Type 3 Customers may continue to use the obsoleted service arrangement and may move or transfer the service as required. However, no additions or changes to the service configuration are permitted.

Type 4 Customers may continue to use the obsolete service arrangement. However, no additions, changes, moves or transfer of service are permitted.

Type 5 Used to indicate that the terms and conditions associated with obsoleting the service are service-specific and stated in the tariff pages obsoleting the offering.

Obsolete services are furnished subject to all rules and regulations of this tariff the same as would be applicable if the service offering were not obsolete. In addition, the Company reserves the right to revise rates, terms, conditions, rules and regulations associated with obsolete services from time to time.